

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.

Due to unpredictable weather conditions, other acts of nature, and maintenance requirements, the Association does not guarantee electricity, water, restrooms, showers, or waste disposal systems to a Vessel at all times.

Adverse weather may affect Marina conditions and impair or block access to the Vessel from time to time. Docks may be slippery or have a variety of surfaces, such as different wood, concrete, and steel. Wind and waves may add motion to floats suddenly and without warning, making walking difficult. Snow, ice, wind, or other conditions may cause access to or from the Marina impossible.

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

1. Any vessel moored within a slip must be kept navigable at all times and must meet all federal, state, and local laws and ordinances, including but not limited to laws and ordinances pertaining to navigation, safety, registration, and sanitation equipment. The vessel must not be permanently attached to the dock, and must be capable of leaving the Marina waters 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.
2. All vessels moored within the Marina shall follow the current regulations as defined by the state of Texas.
3. Vessel Owners must comply with current Best Management Practices for the proper handling and

disposal of fuel, oil, chemicals, hazardous waste, gray water, and other waste. Vessel Owner shall not allow the discharge of any pollutant into the Marina water.

Mooring and Lines

1. Mooring
 - a. “New” docks with installed cleats: Boats floating on the water (not on a hoist) may only be moored to the cleats within the slip and may not attach to the marina in any other manner. Boats stored on a hoist may have safety lines tied to the roof columns if they have sufficient slack in them to allow for hoist movement.
 - b. “Old” or existing docks without cleats: Mooring to the upright supports is allowed.
 - c. 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.
 - d. For protection of the boats and docks, minimum mooring lines for boats are as follows:
 - i. Boats up to 27’: 3/8” nylon or equivalent
 - ii. Boats up to 36’: 1/2” nylon or equivalent
 - iii. Boats up to 45’: 5/8” nylon or equivalent
 - iv. Boats up to 54’: 3/4” nylon or equivalent
2. Boats tied inadequately can be temporarily retied by the marina manager at the owner’s expense subject to the daily \$150 daily rate.
3. 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.
4. 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. Dock boxes and steps may not be stored on the main walkway, “head pier”, of the dock, only on the fingers (between slips). 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.
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.

Garbage Disposal

1. The Association does not provide garbage pick-up or removal. Trash generated from Vessels must not be disposed of in the Office or Bathroom areas. Vessel Owners shall dispose of trash in the Marina dumpsters in the parking lot. Only trash generated from the Vessel and that is "landfill ready" may be left in Marina dumpsters. No construction or remodel material or debris, lumber, mattresses, furniture, batteries, paint, bimini tops, lake toys, or any other non-landfill approved items may be discarded in the dumpsters or on marina property. The disposal company will not dump our trash if there are materials inside that are not landfill ready.

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.
2. 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, boat ramp, or within the

harbor area is allowed.

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.
2. 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. All occupant's vehicles must be registered in accordance with state and local laws and must be mechanically sound/drivable at all times.
3. 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. A pet may never be tied to any part of the docks, including fingers.

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.
2. Dock carts must be kept in the designated location in the parking lot. Carts can only be left on a dock while the slip owner/tenant is actively using the vessel. In this case the cart must be on the finger and out of the main walkway.

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. Discharge of untreated sewage in the Marina or in the waters of Lake Travis is prohibited by law (Federal Water Pollution Control Act, 33 USC 1322, and other federal, state, and local laws and regulations). Discharge of treated sewage is also prohibited.

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.
3. Vessel Owners, residents, and guests shall not linger or congregate on deck walkways and fingers in a manner which obstructs passage for other Marina members transiting to and from their boats. These areas shall be used only to transition from the Vessel to shore and shall not be used as extension of the Vessel.

Liveaboards

1. A Vessel in the Marina will be considered a Live-Aboard Vessel if a resident maintains the Vessel as his/her primary residence, or if a resident has been or will be staying on board the Vessel for more than fifteen (15) nights total within any calendar month. It is the Marina Manager's sole discretion and good judgment to review live-aboard activity and to inform the BOD. The BOD and marina manager have the final say on determining whether or not a vessel is a live-aboard regardless of the vessel owner's feedback. Determination will not be unreasonably given. Unit owners may also inform the BOD, or the Marina Manager, of suspected live-aboard vessels.
2. The minimum size boat eligible for Liveaboard use is 32 feet. The Vessel must be in compliance with U.S. Coast Guard recreational vessel requirements and must be properly equipped for live aboard occupancy per federal, state, and local laws and ordinances.
3. Only the Vessel Owner(s), members of the Vessel Owner's immediate family, and not more than one other person with different surnames of the owner(s) may reside on the Vessel pursuant to this Agreement. No Vessel may be rented or leased for any period of time.
4. Vessel Owner(s) may not use 6410 Hudson Bend Road as a mailing address. The Association is not obligated to accept, forward, or deliver mail, packages, or personal deliveries that are addressed to Vessel(s) Owner or other residents at 6410 Hudson Bend Road.
5. The Live-Aboard Fee is a monthly fee of 35% of the slip's Operational Dues (not including Loan Assessment). The Live-Aboard Fee will be due and payable by the Slip Owner on a monthly basis. Fees are based on two (2) persons living aboard the Vessel. An additional fee of \$50 will be charged every month for each additional person residing on the Vessel. Each resident on the Vessel must be identified on the Resident Information Form submitted to the Association. The Slip Owner(s) must notify the Association in writing within five (5) days of any change in resident

information. Live-Aboard Fees are the obligation of the slip owner(s).

6. Live-aboard Vessels must have a functioning marine sanitation system onboard and display a valid Clean Water Certification sticker. Vessel Owner is solely responsible for maintaining such a system(s) at all times. Noncompliance with proper sewage handling may result in the vessel's removal from the Marina at slip owners' expense. The Vessel's sanitation system will be inspected by Marina staff if non-compliant discharge is suspected.
7. One (1) pet is permitted per occupant of the Live-Aboard not to exceed two (2) pets per vessel. The pets must be in compliance with local licensing, vaccination, noise, and leash ordinances. Vessel Owners must submit a current copy of the pet's vaccination record and tag license number to the Association prior to a pet(s) taking residence on the Vessel.
8. One vehicle is permitted per live-aboard occupant with a maximum of two vehicles per vessel.

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 LTLTM. 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 LTLTM, 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 Manager'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.

Revised February 2023

August 31, 1988
September, 1993
September, 2001

“CLEAN” COPY
OF DECLARATION, BYLAWS, AND
RESTATED ARTICLES OF INCORPORATION

(WITH ALL CHANGES AND AMENDMENTS INCLUDED)

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SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAKE TRAVIS LODGES MARINA

This is a complete substitute and amendment to the Declaration of Covenants, Conditions and Restrictions for LAKE TRAVIS LODGES MARINA located on Lake Travis in Travis County, Texas. The original declaration was filed by LAKE TRAVIS LODGES, INC., a Texas corporation, hereinafter referred to as "Declarant";

1. WHEREAS, declarant executed and recorded a certain Declaration of Covenants, Conditions and Restrictions, dated May 3, 1982, as filed in Volume 7784, Page 403 of the Real Property Records of Travis County, Texas (the "Declaration"), which was executed and recorded for the purpose of subjecting certain land owned by Declarant in Travis County, Texas, described in Exhibit 1 attached hereto and incorporated herein for all purposes (the "Land") and all of the "Meeco" marina buildings located on and attached to a portion of the Land (the "Buildings") to certain covenants, conditions, restrictions or reservations and charges for the benefit of the Land, the Buildings, and the owners thereof;
2. WHEREAS, such Declaration was amended on December 1, 1983 by adoption of the First Amended and Restated Declaration recorded in Volume 8355, Page 122 of the Deed Records of Travis County, Texas;
3. WHEREAS; such Declaration was further amended on October 15, 1988 by adoption of this Second Amended and Restated Declaration;
4. WHEREAS, the Association Membership and the Declarant desire to amend and restate the entirety of the Declaration for the purpose of including additional changes and amendments;

NOW THEREFORE, it is declared that the Project is and shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and charges all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project. These covenants, conditions, restrictions, reservations and charges (hereinafter referred to as "Covenants, Conditions and Restrictions") shall constitute covenants to run with the Project and shall be binding upon all persons having or acquiring any right, title or interest in the Project or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

- .c.Section 1.1.; "Association" shall mean and refer to the Lake Travis Lodges Marina Association, a Texas non-profit corporation.
- .c.Section 1.2.; "Board" shall mean the Board of Directors of the Association.
- .c.Section 1.3.; "Buildings" shall mean the Meeco marina buildings referred to in paragraph 1 at the beginning of this Declaration.
- .c.Section 1.4.; "Commercial Area" shall mean that portion of the Land and the water surface above it to which a Unit Owner has exclusive right to use for the operation of a commercial enterprise, as lessee under a separate lease from the owner of the Land . Each Commercial Area is identified by name in the various buildings as set forth in Exhibit 2, with the boundaries and use of each Commercial Area being defined and limited in Exhibit 2. The location of the Commercial Areas may vary from time to time with any movement or relocation of the Buildings above the Land. The airspace and interior surfaces of improvements above the decking shall be included in the Commercial Areas; but the decking, floats, piling, walks, ceilings, roofs, or other improvements shall not be a part of a Commercial Area. There shall be only three Commercial Areas: (1) the "Marina Store" Commercial Area, (2) the "Yacht Sales" Commercial Area, and (3) the "Marina Sales Office" Commercial Area. Such Commercial Areas shall hereinafter be referred to respectively, as the Marina Store, Yacht Sales Area, and Marina Sales Office. All Commercial areas shall also include other Commercial Areas adopted by the Board of Directors. Such Commercial Areas shall hereinafter be referred to, respectively as the Marina Store, Yacht Sales Area, Marina Sales Office, and the other Designated Commercial Areas.
- .c.Section 1.5.; "Common Areas" shall mean all Building, anchorage mechanisms, and other personal property comprising the Project designated on Exhibit 2, exclusive of the interior surfaces and airspace of the Commercial Areas.
- .c.Section 1.6.; "Common Expenses" shall mean such expenses of administration, maintenance, repair or replacement of the Common Areas as specified in the Bylaws of the Association, and costs incurred for insurance, taxes, security and utilities, together with such expenses agreed upon by the Association in the manner provided in the Bylaws.

.c.Section 1.7.; "Land" shall mean the land described in Exhibit 1 and referred to in paragraph 1 at the beginning of this Declaration.

.c.Section 1.8.; "Manager" means the person or firm hired by the Board to administer and manage the Project.

.c.Section 1.9.; "Member" shall mean every person or entity who holds membership in the Association.

.c.Section 1.10.; "Moorage Area" shall mean that portion of the Land and the water surface above it to which a Unit Owner has an exclusive right to use for the moorage of a boat, as lessee under a separate lease from the owner of the Land. Each respective Moorage Area is identified by number in the various buildings as set forth on Exhibit 2 attached hereto and incorporated herein for all purposes, with the boundaries of each Moorage Area being defined by the inner perimeter of the decking immediately surrounding the Moorage Area. The location of the Moorage Areas may vary from time to time with any movement or relocation of the Buildings above the Land. No decking, floats, piling, walks, ceilings, roofs, or other improvements are included within the Moorage Area.

.c.Section 1.11.; "Project" means the Land, Buildings, Moorage Areas, and Commercial Areas, collectively. The Project is sometimes referred to as "Lake Travis Lodges Marina" or "Marina".

.c.Section 1.12.; "Rules" shall mean rules and regulations adopted by the Board pursuant to this Declaration.

.c.Section 1.13.; "Unit" shall mean (1) the undivided ownership interest of the Unit Owner in the personal property constituting the Building in which his Moorage or Commercial Area is located, (2) the leasehold interest of the Unit Owner in the Land, which interest includes his designated Moorage or Commercial Area, and (3) all of the Unit Owner's appurtenant property rights under this Declaration pertaining to common areas, ingress, egress, parking, and use of the Project.

.c.Section 1.14.; "Unit Owner" shall mean and refer to the owner of a possessory ownership interest, whether one or more persons or entities of any Unit, but excluding those having an interest merely as security for the performance of an obligation.

ARTICLE II. SPECIFIC COVENANTS

.c.Section 2.1. UNIT OWNERSHIP AND TRANSFER.; The ownership of each individual Unit shall be held by the Unit Owner and may be individually transferred and encumbered and be the subject of possession, sale or other disposition as though it were solely and entirely independent of the other Units. Such individual interests shall remain undivided and no Unit Owner shall bring any action for partition or division of any part thereof while the Project is subject to these Covenants, Conditions and Restrictions. Any covenant to the contrary is void. When selling, transferring, or conveying a Unit, a Unit Owner shall transfer with it (1) the Unit Owner's undivided ownership interest in the Building in which his Moorage or Commercial Area, (2) the Unit Owner's leasehold interest in the Land, (3) the Unit Owner's appurtenant rights under this Declaration concerning common areas, ingress, egress, parking, and use of the Project. It is recommended (but not required) that a transfer and conveyance of a Unit be in accordance with the "Recommended Form of Conveyance" attached as Exhibit 7, subject to any modifications made by the parties thereto.

.c.Section 2.2. MEMBERSHIP IN ASSOCIATION.; The Association shall govern all matters relating to operation of the Project. Each Unit Owner is required to be a Member of the Association as an incident to his ownership of a Unit. Each Unit Owner agrees to become a Member of the Association, to remain a Member for so long as he owns a Unit, and to cause any transferee of the Unit to become a Member of the Association. Each Unit Owner agrees to comply with this Declaration, the Articles of Incorporation, Bylaws of the Association, and any rules adopted by the Board. Failure to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved Unit Owner, in addition to other sanctions which may be provided by the Bylaws or Rules.

.c.Section 2.3. MANAGEMENT OF ASSOCIATION.; The Board shall adopt rules and regulations to govern the details of the administration, operation, maintenance and use of the Project, to enforce the Declaration and Rules, and to prevent unreasonable interference with the use of the respective Moorage Areas, Commercial Areas and the Common Areas by anyone. The Board may retain an individual or firm to act as Manager of the Project. The Board shall have the authority to designate additional commercial areas to further the purposes of LAKE TRAVIS LODGES MARINA.

.c.Section 2.4. VOTING RIGHTS.; Membership and voting rights in the Association shall be specified in the Articles of Incorporation of the Association. A copy of the Articles of Incorporation of Lake Travis Lodges Marina Association is attached as Exhibit 8.

.c.Section 2.5. TITLE TO CERTAIN PROPERTIES; ADDITIONAL CONSTRUCTION.

.c.2.(a) *Title to the Buildings.*; Declarant shall own that portion of the Buildings which have not been conveyed to the Unit Owners by Declarant. Each Unit Owner shall own an undivided interest in the Building in which his Moorage Area or Commercial Area is located.

.c2.(b) *Declarant's right to build additional docks.*; Declarant retains the right to construct and attach additional buildings and structures to the Project, subject to the following limitations. Declarant may not add additional docks or extensions if any debt owed by Declarant to the Association is unpaid and delinquent, except that irrespective of the foregoing, Declarant may do the following without the Association's prior approval: (1) the Marina Store (but not the pump-out facility) may be removed and individual moorage areas may be substituted in the present store location, with such moorage areas having assessment obligations as other comparably sized moorage areas; (2) additional moorage areas in the Yacht Sales Area may be constructed as follows: an equal number of boat slips as presently exist in the Yacht Sales Area, but located on the opposite side of the catwalk. Such additional boat slips shall increase the assessments for the Yacht Sales Area by 100%. Any new slips must comply with requirements of the Lower Colorado River Authority and other governmental authorities. Plans for electricity for the store relocation and any additions must be reviewed by an electrical engineer approved by the Association. Relocation of the pump-out facilities shall not be permitted without the Association's approval. Declarant shall at all times have reasonable access to and over the Project for purpose of constructing such additional buildings.

.c.Section 2.6. *SECURITY.*; The Board shall have the right, but not the duty to take action to minimize vandalism, theft, and other criminal acts of third parties and may take action to minimize intrusion upon the Project by unauthorized persons. The Board may enter into written agreements with neighborhood associations, neighboring landowners, and other parties regarding pets, fences, limitations of access and entry by unauthorized persons, security gates, and other security related matters. Such security measures shall not unreasonably underfur with access to and operation of the Commercial Areas. Under no circumstances shall the Association be responsible for the security of a Unit Owner's boat or other personal property located on the Project. On behalf of all Unit Owners, the Board members and employees of the Association (if so empowered by Board resolution) shall have right to request unauthorized persons to leave and the right to summon law enforcement officers to enforce trespass and other criminal laws of every kind and nature.

.c.Section 2.7. *ASSESSMENTS, INTEREST, ATTORNEY'S FEES, ASSOCIATION REMEDIES.*

.c2.(a) *Financial obligations of Unit Owners.*; Each Unit Owner hereby covenants, and any successor Unit Owner shall be deemed to covenant upon transfer of the ownership interest in the Unit, to pay to the Association assessments and other sums as specified in the Bylaws and Rules of the Association. Such assessments and other sums shall be fixed, established and collected from time to time as provided in the Bylaws and Rules. Such sums together with interest, attorney's fees and costs of collection, shall also be a personal obligation of the person who is the Unit Owner at the time when the amount falls due. The duty of a Unit Owner or tenant to pay sums to the Association which are due under the Declaration, Bylaws, or Rules shall be an independent covenant. No Unit Owner may waive or otherwise escape liability for sums due the Association during the Unit Owner's ownership thereof by non-use of the Common Areas or by abandonment or transfer of his Unit.

.c2.(b) *Association records; resale certificates.*; The Board shall keep adequate records with respect to the amounts assessed to each Unit and amount paid thereon. The Association shall upon demand at any time furnish to any Unit Owner a certificate setting forth the amount of any unpaid sums due the Association by the Unit Owner. The Board may charge reasonable fees for special services to a Unit Owner (such as furnishing resale certificates, copies of documents requested by the owner).

.c2.(c) *Interest.*; Interest on all delinquent sums due the Association by the Unit Owner shall be at the highest lawful rate of interest unless otherwise specified by the Board.

.c2.(d) *Association lien on Unit.*; The Association shall have a lien on a Unit for any unpaid sums due the Association by the Unit Owner. The inception and effective date of the Association's lien on a Unit shall run from the date when the original May 3,1982 Declaration was filed of record. Such lien shall attach immediately and automatically upon delinquency without the necessity of filing a Notice of Lien in the Travis County Real Property Records and without necessity of notice to the Unit Owner. The Association may file a Notice of Lien in the Travis County Real Property Records. Such Notice of Lien shall cover not only sums due at the time of filing, but also all sums accruing after the date of filing the lien with the County Clerk. Upon payment of all amounts due the Association (including attorney's fees, interest, and other sums), the Association shall provide a Unit Owner with an appropriate, recorded release of lien for such sums at the Unit Owner's expense. The Association may bring an action at law to enforce payment against the Unit Owner personally obligated to pay the same, and the Association may enforce such lien in any manner permitted by law.

.c2.(e) *Subordination of lien.*; However, the Association's lien shall be subject, and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage with first priority over other mortgages or deeds of trust) upon a Unit if such mortgage was made in good faith and for value. However, the subordination of the Association's lien shall not apply to sums due and unpaid to the Association prior to the recordation of such first lien mortgage or deed of trust. Also, after the date of recording of this Second Amended Declaration, no mortgage, lien, or security interest on a Unit Owner's undivided ownership interest in the Buildings or ownership interest in a Unit shall be superior to the Association's lien unless such mortgage, lien, or security interest covers the entire Unit (as defined in Section 1.13) and is recorded in the Real Property

Records of Travis County, Texas. Recordation of a mortgage, lien, or UCC-1 security interest at the Texas Secretary of State's office shall not be sufficient to subordinate the Association's lien.

.c2.(f) *Attorney's Fees.*; If it becomes necessary for the Association or any Unit Owner to incur the services of an attorney in the enforcement of the Declaration, Bylaws, Rules or in the collection of sums owed, then the non-performing or defaulting party shall be liable to the other party for attorneys fees, court costs, and all costs of litigation. The Board may recover from a Unit Owner's tenant attorney's fees, court costs, and all costs of litigation in enforcing Rules or collecting sums due by the tenant to the Association.

.c2.(g) *Late charges.*; The Board may impose late charges on all sums due and unpaid to the Association.

.c2.(h) *NSF charges.*; The Board may impose "returned check" charges on checks not clearing for any reason.

.c2.(i) *Tax reimbursement.*; The Association may pay delinquent taxes and other sums due and unpaid to taxing authorities on an Owner's Unit, and the Unit Owner shall immediately reimburse the Association for such taxes and other sums.

.c2.(j) *Submeter agreements.*; The Board may require owners and tenants of the Moorage Areas and Commercial Areas to execute submeter agreements similar to Exhibits 4 and 5 if such areas are submetered.

.c2.(k) *Suspension of voting rights.*; The Board may suspend the voting rights of a Unit Owner if such owner or his tenant is delinquent on any sum due the Association.

.c2.(l) *Termination of electrical service.*; The Board may terminate electrical service to any Moorage Area or Commercial Area if the Unit Owner is delinquent on sums due the Association. The Board may charge reasonable disconnect and reconnect fees.

.c2.(m) *Chaining and locking boat slips.*; The Board may chain and lock entrances to Moorage Areas and Commercial Areas or otherwise restrict the use of same when the owner thereof is delinquent on sums due the Association. The Board may charge reasonable fees for chaining, unchaining, locking, and unlocking.

.c2.(n) *Eviction of tenants.*; The Board may evict tenants of Unit Owners after reasonable notice for substantial or repeated violations of Association Rules or for non-payment of sums due the Association by the tenant. In the event of such eviction, the Board shall store the tenant's boat on the adjacent parking lot and access easement (on shore) without liability of the Association to the Unit Owner, tenant, or boat owner for theft, vandalism, or criminal acts of others.

.c2.(o) *Fines.*; The Board may fine Unit Owners and their tenants for violations of the Declaration, Bylaws, or Rules.

.c2.(p) *Leasing vacant slips.*; The Board may lease Unit Owner's Unit if (1) the Unit Owner is delinquent in sums due by the owner to the Association, (2) the Moorage Area or Commercial Area is vacant, and (3) the lease term is not longer than 12 months.

.c2.(q) *Collection from tenants.*; If the Unit Owner is delinquent in the payment of any sum due the Association for a period of 30 days or more, the Board may, so long as such default continues, demand and receive from any tenant of the Unit Owner occupying the Unit the rent due or becoming due from such tenant to the Unit Owner, up to an amount sufficient to pay all sums due from the Unit Owner. Payment of such rent to the Association by the tenant shall be sufficient discharge of such tenant (as between such tenant and the Unit Owner) to the extent of the amount so paid. The Association's demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease to the tenant or a release or discharge of any of the obligations of the Unit Owner, or any acknowledgement of surrender of any Association rights or duties. If the Board makes such demand upon the tenant, the tenant shall not have the right to question the right of the Association to make such demand but shall be obligated to make such payments to the Association, as demanded by the Board; provided, however, the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure. The Association may enter into indemnity agreements to protect tenants from whom the Association collects money directly under authority of this section.

.c2.(r) *Notice required for exercise of certain remedies.*; Prior to exercising the remedies in subparagraph (l), (m), (n), (o), (p) and (q) above, the Board must give telephone notice or mail notice of the intended action 7 days before exercising any of such remedies. If notice is by mail, the notice should be mailed certified mail, return receipt requested to the last known address; but certified mail is unnecessary if the notice is actually received by the Unit Owner. Upon written request of the Unit Owner, the Board shall afford the Unit Owner an opportunity for hearing before the Board at the next scheduled Board meeting.

.c2.(s) *Notices to multiple owners, tenants, mortgagees.*; Notice to or from one of multiple owners or tenants of a Unit shall be deemed as notice to or from all owners or tenants of that Unit. If a unit owner is more than 60 days delinquent, the Association may send to the Unit Owner's tenant a copy of any association notices or communications with the Unit Owner.

.c2.(t) *Mortgagee rights unaffected.*; No amendment to this Section shall affect the rights of the holder of such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

.c.Section 2.8. TAXATION OF UNITS.; Each individual Unit Owner shall be responsible for payment of prorata taxes, both real and personal assessed on his Unit by the respective taxing authorities; and each Unit Owner shall timely pay directly to the taxing authorities all taxes assessed on such Unit by such taxing authorities. In the event the taxing authorities cease to assess and send tax notices to each individual Unit Owner, the Association shall pay all such taxes and the taxes shall be a Common Expense.

.c.Section 2.9. LIABILITY OF UNIT OWNER AFTER CONVEYANCE.

.c2.(a) *Duty to furnish name and address of transferees.*; A Unit Owner shall provide the Association with the name and address of any owner to whom he transfers title to his Unit. Such information shall be provided in writing to the Association promptly after the transfer.

.c2.(b) *Failure to furnish name and address of transferees.*; If a Unit Owner transfers ownership of his Unit, the Owner shall continue to be liable for the monthly assessments, special assessments, electricity charges, late charges, and all other sums due and accruing to the Association for such Unit after the date of the transfer until such time the transferring owner notifies the Association in writing of the name and mailing address of the new owner. Actual receipt of such notice by the Association shall relieve the transferring owner of such liability. The transferring owner shall have the burden of proving that such notice was given to the Association. It is recommended that the notice be sent certified mail, return receipt requested, to assure receipt by the Association. Such owner's liability to the Association shall be joint and several with the new owner whose liability commences at date of transfer for all sums accruing thereafter. The transferring owner shall have a right of indemnity against the new owner for recovery of any sums paid by the transferring owner under this section. None of the foregoing shall have an adverse effect on the Association's lien on the Unit or the Association's right of recovery against the transferring owner for sums due the Association by such owner at the time of transfer.

.c2.(c) *Resale certificates.*; Upon request of an Owner, Mortgagee, or prospective mortgagee or purchaser of a Unit, the Association or the Manager shall furnish a statement of the unpaid charges against the Unit and other information and documents as reasonably requested. If such a certificate is issued, the transferee shall not be liable for, and the Unit when conveyed shall not be subject to a lien for sums accruing prior to the transfer.

.c.Section 2.10. FORECLOSURE.

.c2.(a) *Foreclosure by Association.*; After October 1, 1988, the Association's lien may be foreclosed via court order or via nonjudicial foreclosure procedures set forth in the then-current State Bar of Texas Deed of Trust form (long form) at the time of foreclosure. The Association shall have all necessary powers of sale to foreclose its lien nonjudicially. A copy of such Deed of Trust form (including the foreclosure procedures set forth therein) shall be mailed to the Unit Owner at the last known address of the Unit Owner prior to the date of such non-judicial foreclosure. Such mailing shall be by certified mail, return receipt requested, and shall contain a notice of the Association's intent to foreclose. The length of time of such prior notice and posting requirements of such foreclosure shall be as provided in such deed of trust. Any non-judicial foreclosure shall also comply with all applicable statutory requirements. The Unit Owner shall have the right to judicially enjoin such foreclosure on the same grounds as in any other nonjudicial foreclosure of real property in this state. Up to the date of foreclosure, the Unit Owner shall have the right to all sums due and owing to the Association, thereby avoiding foreclosure.

.c2.(b) *Association right to bid.*; If the Association forecloses its lien against a Unit, the Board or the Manager, acting on behalf of the Unit Owners, may bid on and purchase the Unit at the foreclosure sale. The Association is prohibited from bidding on or acquiring a Unit in any other foreclosure unless there are sums due and unpaid by such Unit or Unit Owner.

.c2.(c) *Tenant at sufferance.*; After foreclosure, a Unit Owner still mooring a boat in a Unit shall be deemed a tenant at sufferance and shall be liable to the Association for payment of reasonable rents and electricity on a daily basis until the boat is removed or the possession is surrendered, plus attorney's fees, court costs, and other costs incurred by the Association in any action for eviction or damages.

.c2.(d) *Lien on boats.*; After foreclosure, the Association shall have a lien on any boat found in a foreclosed Unit to secure payment of rentals accruing on such Unit after foreclosure.

.c2.(e) *Removal of boats.*; After foreclosure, the Association may remove and store on the adjacent parking lot (on shore) any boat found in such moorage area, without liability to the Association for theft, vandalism, or criminal acts of others.

.c2.(f) *Information on other mortgages.*; The Association shall be entitled to information from the mortgagee regarding the outstanding balance of the mortgage loan and the terms of the loan in the event the Unit Owner is more than 60 days delinquent in sums due the Association.

.c.Section 2.11. INSURANCE.

.c2.(a) *Liability insurance*.; The Association shall obtain and keep in effect at all times, a policy or policies of public liability insurance with a responsible insurance company in a form and amount adequate to protect the Association, its Board, the Manager, the Unit Owners and the Declarant against any liability to the public or to Unit Owners, their invitees and tenants, incident to the ownership and/or use of the Project. The Board may purchase officers and directors liability insurance; but is not required to do so. Limits of public liability under such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for any one person injured, One Million Dollars (\$1,000,000) for any one accident, and One Hundred Thousand Dollars (\$100,000) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion), payable to the Association, in trust for the Unit Owners and Declarant.

.c2.(b) *Casualty insurance; certificates of insurance*.; The Board shall obtain and keep in effect at all times, fire and extended coverage insurance for a the full insurable replacement value of the Project and such other insurance as the Board may direct. Such policy shall name the "Lake Travis Lodges Marina Association, as Trustee for all Unit Owners of Lake Travis Lodges Marina and their Mortgagees as their respective interests may appear". Upon request of a Unit Owner, the Board shall cause individual certificates insurance to be issued to the various Unit Owners and their mortgagees. Such policy shall be (1) written by a company licensed to do business in the State of Texas, (2) grant to the Board exclusive rights of adjustment, (3) provide that the proceeds of the insurance shall be paid solely to the Association as set forth above, and (4) waive all subrogation against the Association, the Board, the Manager, the Unit Owners, the Declarant and their respective employees, family, agents and guests. The proceeds from such insurance shall be disbursed by the Board in accordance with Section 2.12 (f) of this Article.

.c2.(c) *Common expense*.; The insurance obtained by the Board as required by this Section shall be a Common Expense.

.c.Section 2.12. REPAIR, MAINTENANCE AND RECONSTRUCTION.

.c2.(a) *No repairs or alteration of structure without consent*.; In the repair or reconstruction of damage to the Project, neither the Association nor the Unit Owners shall be entitled to alter the structure of the Buildings without the prior written consent of the Declarant. A Unit Owner shall make no repair or alteration or perform any other work on the Project which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any easement or hereditament unless the consent of the Declarant, the Association, and all the other Unit Owners affected is first obtained.

.c2.(b) *Association duty*.; If a portion of the Project is damaged, destroyed, or in need of maintenance, the Association shall immediately proceed to rebuild, restore, or maintain the part of the Project in question so that it will be returned to substantially the same condition as before, with each Moorage Area, each Commercial Area, and the Common Areas having substantially the same vertical and horizontal boundaries as before. If the insurance proceeds are insufficient to effect such repairs and reconstruction, all Unit Owners shall be liable for assessments for any deficiency as a Common Expense.

.c2.(c) *Maintenance of commercial areas*.; Notwithstanding any provision in this Declaration to the contrary, the following shall apply; (1) The Association's obligation for repair and maintenance of the Marina Store shall be limited to the deck and below; and such repair and maintenance shall be done at the Association's expense. If the owner of the Marina Store fails to keep the store's exterior and interior above the deck in good repair and maintenance in the reasonable judgment of the Board after consultation with such owner, such repair and maintenance of the store's exterior (including doors and windows) may be done by the Association at such owner's expense. (2) The exterior (but not the interior) of the Marina Sales Office shall be maintained by the Association. The owner of the Marina Sales Office shall maintain the interior thereof; but if such Unit Owner fails to maintain same in the reasonable judgment of the Board after consultation with such owner, the Association may repair same at the Unit Owner's expense. (3) The exterior (but not the interior) of the "Yacht Sales" shall be maintained by the Association. The owner of the "Yacht Sales" shall maintain the interior thereof; but if such Unit Owner fails to maintain same in the reasonable judgment of the Board after consultation with such owner, the Association may repair same at the Unit Owner's expense. (4) The exterior and the interior of the Maintenance Office as shown on Exhibit 2, of which the Association shall have exclusive possession and use, shall be maintained by the Association at the Association's expense. The restrooms and showers shall be restricted for use by Unit Owners, their family, or guests, and shall be maintained by the Association at the Association's expense. (5) All other Commercial Areas designated by the Board of Directors shall be maintained as designated by the Board of Directors when those Commercial Areas are designated.

.c2.(d) *Fuel system*.; The fuel system is owned by a third party (a fuel dealer). Repair and maintenance of the fuel system shall be the sole responsibility of the owner of the Marina Store. If such store owner fails to keep the fuel system in good repair and maintenance in the reasonable judgment of the Board after consultation with such store owner, such repair and maintenance may be done by the Association; and the Association shall have a right of reimbursement for repair costs from the owner of the fuel system. If such fuel system owner refuses to keep the fuel system in good repair or refuses to reimburse the Association for repairs, the Association may remove the fuel system or require that the fuel system be removed by the fuel system owner.

.c2.(e) *Pump-out facility.*; The pump-out facility shall be considered common area under the exclusive control of the Association. Neither the general public nor the owner of the Marina Store may use such pump-out facility without permission of the Association. Unit Owners may use such pump-out facilities if done in accordance with Association Rules. Reasonable fees may be charged.

.c2.(f) *Decision not to restore.*; If the entire Project, or an entire Building is destroyed or substantially destroyed by causes covered by insurance and 75 percent in interest of the Units Owners in the Association, vote at an Association meeting not to repair or rebuild, but to take the insurance proceeds, then such insurance proceeds shall be applied by the Board first to satisfy the interests of the mortgagees of the various subject Units, then to the costs of removing the destroyed structures, and with the remaining proceeds equally divided between the subject Unit Owners after each pays any delinquent sums due the Association. Provided, however, the amount paid to satisfy mortgages or liens on an individual Unit shall not exceed the Unit Owner's prorata share of the insurance proceeds, said prorata share being determined by the Unit Owner's undivided ownership interest in the Building not being replaced.

.c.Section 2.13. LIMITS ON USE OF COMMON AREAS BY UNIT OWNERS.

.c2.(a) *Prohibited uses.*; Nothing shall be done or kept in any Moorage Area, Commercial Area or Common Area which will increase the rate of insurance on the Project without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit which will result in the cancellation of the insurance on any part of the Project. No Unit Owner shall install lockers or carpeting in the Common Areas or install enclosures, curtains or obstructions, whether temporary or permanent, other than roll-up screens designed to shield the Unit from sun and rain, provided that the consent of the Board shall have been obtained prior to installation.

.c2.(b) *Mooring devices.*; Unit Owners may install cleats and similar mooring devices on decks adjacent to their Unit. Location of all such cleats and similar mooring devices shall be subject to approval of the Board, which approval shall not be unreasonably withheld.

.c2.(c) *Interference with others.*; Each Unit Owner may use the Common Areas in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of others.

.c2.(d) *No repair by Unit Owners.*; Unless provided otherwise in the Bylaws of the Association, the necessary work to maintain, repair or replace the Project shall be the responsibility of the Association and shall be carried out as provided in the Articles of Incorporation, the Declaration, and Bylaws of the Association.

.c2.(e) *Access by Association.*; The Association may have access to each Moorage Area and Commercial Area as may be necessary for the maintenance, repair or replacement of the Common Areas to prevent damage to the Project or to abate any nuisance existing in any part of the Project, including the Moorage Areas and Commercial Areas.

.c2.(f) *Removal of non-complying structures or signs.*; The Association may remove any non-complying structures or signs and shall be held harmless by the Unit Owner for any damages caused thereby.

.c2.(g) *Rules and regulations; Owner's responsibility for compliance.*; The Board may adopt rules and regulations pertaining to anyone's usage of the Common Areas, Moorage Areas, Commercial Areas, the Land and the adjacent real and personal property of Declarant (including easement areas), which shall in any event include the rules set forth in Exhibit 3. Such rule-making authority shall be broadly construed, and any rule shall be presumed valid unless in conflict with or inconsistent with the Declaration, Bylaws, or applicable governmental laws. A Unit Owner shall be responsible for violations of the Association's rules by the Unit Owner, his family, tenants, and invitees to the same extent as if the Unit Owner himself had violated the rules. The Board may enforce the rules against all such persons.

.c2.(h) *Disclosure of boat owners, addresses, phones.*; The Board may require disclosure of name of boat owner, street address, and telephone (for any boat in a Moorage or Commercial Area, whether owned by the Unit Owner, his tenant, or his guest).

.c2.(i) *Disclosure of tenants and mortgagees.*; The Board may require Unit Owners to furnish names and addresses of their tenants and mortgagees and the telephone numbers of the Unit Owners and tenants (for emergency notification in case of fire, casualty, or needed repairs).

.c.Section 2.14. TRANSFERS AND CONVEYANCES.; Transfers of all or any portion of the Project by Declarant and all persons claiming by, through or under Declarant shall be subject to these Covenants, Conditions and Restrictions, whether or not expressed in the instruments of conveyance.

.c.Section 2.15. RIGHT OF ENFORCEMENT; NONWAIVER.; The Declarant, the Association, any Unit Owners and the holder of any recorded mortgage shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by these Covenants, Conditions and Restrictions. Failure of the Association or any Unit Owner to exercise the right of enforcement shall not be deemed a waiver of the right to do so thereafter. An

exercise of any Association remedy or right under this Declaration shall not constitute an election of remedies or waiver of other rights of the Association.

.c.Section 2.16. INVALIDATION.; Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

.c.Section 2.17 PLACE OF PERFORMANCE.; All sums due to the Association by a Unit Owner or tenant of a Unit Owner shall be due and payable in Austin, Travis County, Texas, and all remedies, including lawsuit and foreclosure, shall be exercised in Travis County, Texas.

ARTICLE III. GENERAL PROVISIONS

.c.Section 3.1. AMENDMENT.; These Covenants, Conditions and Restrictions shall run with and bind the Land and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Unit Owner, their respective legal representatives, heirs, successors and assigns, for a term from the date these Covenants, Conditions and Restrictions are recorded in the Real Property Records of Travis County, Texas through September 30, 2083 or until termination of the leasehold interests of all Unit Owners in the Land, whichever occurs first. These Covenants, Conditions and Restrictions may be amended, with the prior permission of the Declarant, by the affirmative vote of 75 percent in interest of the Members of the Association at any annual meeting of the Association or at any special meeting called for such purpose. All such amendments shall be recorded in the Travis County Real Property Records and shall become effective upon recordation. In addition, subject to the limitations contained in Section 2.5(b), Declarant shall be entitled, in its sole discretion, to amend these Covenants, Conditions and Restrictions from time to time to include additional marina buildings to be located on the Land. Such additional buildings shall be subject to the benefits and burdens of these Covenants, Conditions and Restrictions, and such marina buildings shall be deemed part of the Project. The purchasers and/or lessees of interests therein, including Moorage Areas and Commercial Areas, shall be deemed Unit Owners, and shall be subject to and bound by each and every term of these Covenants, Conditions and Restrictions.

.c.Section 3.2. NO RIGHT OF REVERSION.; Nothing contained in these Covenants, Conditions and Restrictions, or in any form of conveyance which may be used by Declarant, or its successors or assigns, in selling the Project, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of this Declaration.

.c.Section 3.3. RIGHTS, POWERS AND RESERVATIONS.; Any or all rights, powers and reservations of Declarant under this Declaration may be assigned to the Association or to any other corporation or association which will assume the duties of Declarant hereunder. Upon any such corporation's or association's evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

.c.Section 3.4. EXECUTION.; This Declaration is being executed by Declarant and the Association's president pursuant to authority and instruction of the Unit Owners by an affirmative vote of more than 75% in interest of the members of the Association at a duly called annual meeting of the Association on _____, 1988.

Executed this _____ day of _____, 1988.

LAKE TRAVIS LODGES MARINA ASSOCIATION

LAKE TRAVIS LODGES, INC.

By _____,
_____, President

By _____
Jack M. Lairsen, Jr., President

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ by _____, as President of Lake Travis Lodges Marina Association, a Texas corporation, on behalf of said corporation.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ by Jack M. Lairsen, Jr., as President of Lake Travis Lodges, Inc. a Texas corporation, on behalf of said corporation.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

Exhibits

- 1 – Legal description of Submerged Property
- 2 – Diagrams of Marina, Mooring Areas, Commercial Areas
- 3 – Marina Rule and Regulations (Required)
- 4 – Electrical Submeter Agreement for Marina Slip
- 5 – Electrical Submeter Agreement form Commercial Areas
- 6 – Bylaws of Lake Travis Lodges Marina Association
- 7 – Recommended Form of Conveyance (Assignment of Leasehold Interest and Bill of Sale)
- 8 – Copy of Articles of Incorporation for Lake Travis Lodges Marina

EXHIBIT 1
To Second Amended and Restated
Declaration of Covenants, Conditions and Restrictions
For Lake Travis Lodges Marina

LEGAL DESCRIPTION OF SUBMERGED LAND

A tract of land located in Travis County, Texas, being out of the John Foster Survey No. 587 and being all of the land contained in said John Foster Survey No. 587 lying below the 670 foot contour line, that is, lying between the 670 foot contour line and the South bank of the Colorado River bed as such river bed existed prior to the permanent inundation caused by the created of Lake Travis; save and except for a 6-1/2 acre tract of land which was conveyed to John Stanford by A. J. Stanford, according to a deed which is recorded in Travis County Deed Records in Book 50, page 534. More particularly, the boundaries of said tract are as follows: (1) the West boundary is the line separating the John Foster Survey No. 587 from the Thomas Lobar Survey No. 519; (2) the North boundary is the meandering line along the lower bank, that is, the southernmost bank of the Colorado River as it existed prior to the inundation creating Lake Travis; beginning at the point where the line separating the Thomas Lobar Survey No. 519 and the John Foster Survey No. 587 meets the lower bank of the Colorado River, and continuing downstream along the lower bank of the Colorado River to a stake set at the upper, that is, the Northwesternmost corner of the 6-1/2 acre tract deeded to John Stanford by A. J. Stanford, recorded in Book 50, page 534 of the Travis County Deed Records; (3) the East boundary is a meandering line beginning at the said stake set in the upper corner of the said 6-1/2 acre tract, which tract is now owned by Paul Keller, then up (in a southerly direction) the center of a ravine and with the west line of said 6-1/2 acre tract, according to the following courses numbered 1 to 11, inclusive:

- (1) S 50° 24' W 139.7 feet;
- (2) S 2° 6' E 117.4 feet;
- (3) S 49° 42' W 164.5 feet;
- (4) S 13° 15' E 95.6 feet;
- (5) S 1° 37' E 158.4 feet;
- (6) S 47° 24' W 134.3 feet;
- (7) S 44° 4' W 142.8 feet;
- (8) S 88° 10' W 125.4 feet;
- (9) S 64° 47' W 71.4 feet;
- (10) S 34° 24' W 74.3 feet;

(11) S 56° 22' W 88.9 feet to a cross on a rock fall which is the southwest corner of the aforesaid 6-1/2 acre tract of land; thence with the South line of said 6-1/2 acre tract of land S 60° 13' E 436.85 feet to a point on the division line of the John Foster Survey No. 587 and the Caleb Nunnery Survey no. 518; thence with the said division line of the John Foster Survey No. 587 and the Caleb Nunnery Survey No. 518 Southwest to the point where such division line intersects with the 670 foot contour line; (4) the South boundary line is the meandering line along the 670 foot contour line to the point where the 670 foot contour line intersects the line separating the John Foster Survey No. 567 and the Thomas Lobar Survey No. 519.

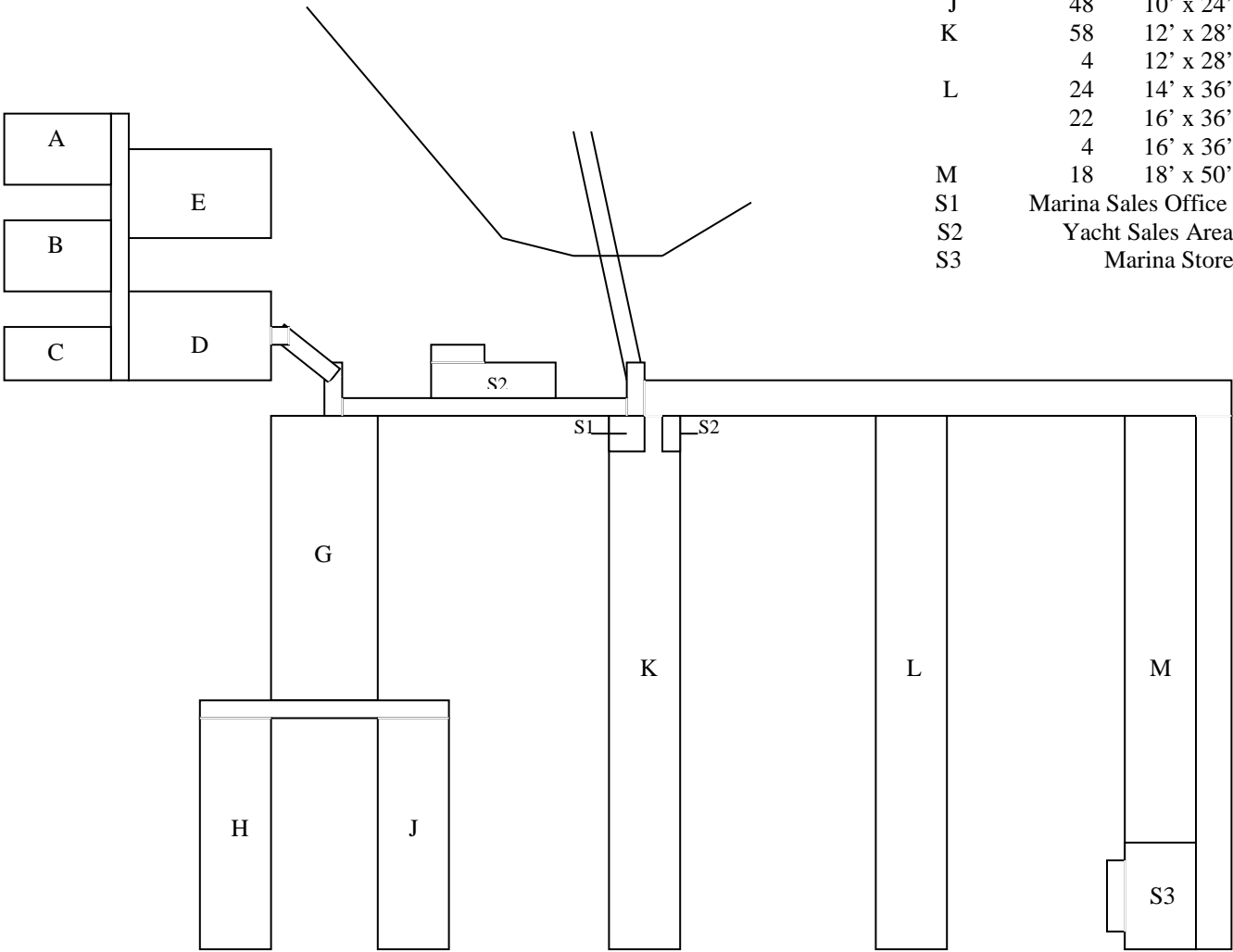
EXHIBIT 2
To Second Amended and Restated
Declaration of Covenants, Conditions and Restrictions
For Lake Travis Lodges Marina

Diagrams of Marina, Moorage Areas, and Commercial Areas

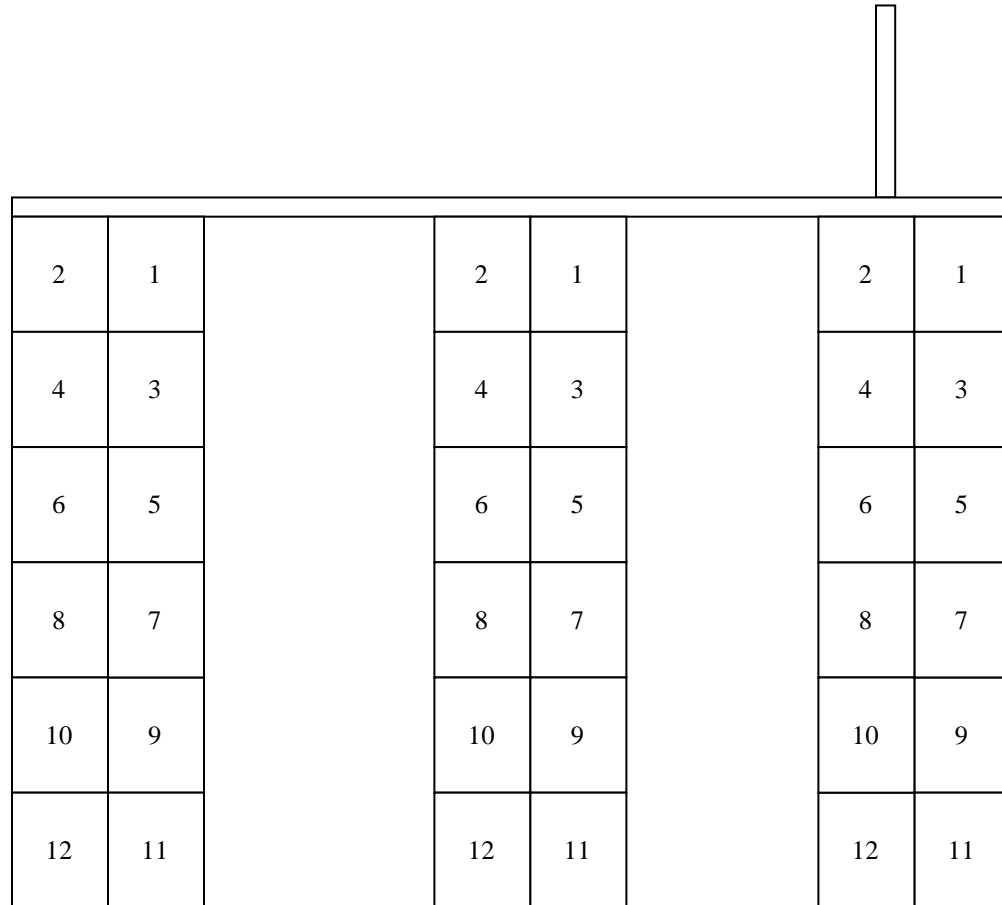
(maps attached hereto)

ENTIRE MARINA

| <u>Building</u> | <u>No. Units</u> | <u>Size</u> | <u>Type</u> |
|-----------------|-----------------------------------|-------------|-------------|
| A | 12 | 9' x 20' | uncovered |
| B | 12 | 9' x 20' | covered |
| C | 12 | 9' x 20' | covered |
| D | 12 | 10' x 24' | covered |
| E | 12 | 10' x 24' | covered |
| G | 20 | 14' x 32' | covered |
| H | 52 | 9' x 20' | covered |
| J | 48 | 10' x 24' | covered |
| K | 58 | 12' x 28' | covered |
| | 4 | 12' x 28' | uncovered |
| L | 24 | 14' x 36' | covered |
| | 22 | 16' x 36' | covered |
| | 4 | 16' x 36' | uncovered |
| M | 18 | 18' x 50' | covered |
| S1 | Marina Sales Office (Com'l. Area) | | |
| S2 | Yacht Sales Area (Com'l Area) | | |
| S3 | Marina Store (Com'l Area) | | |

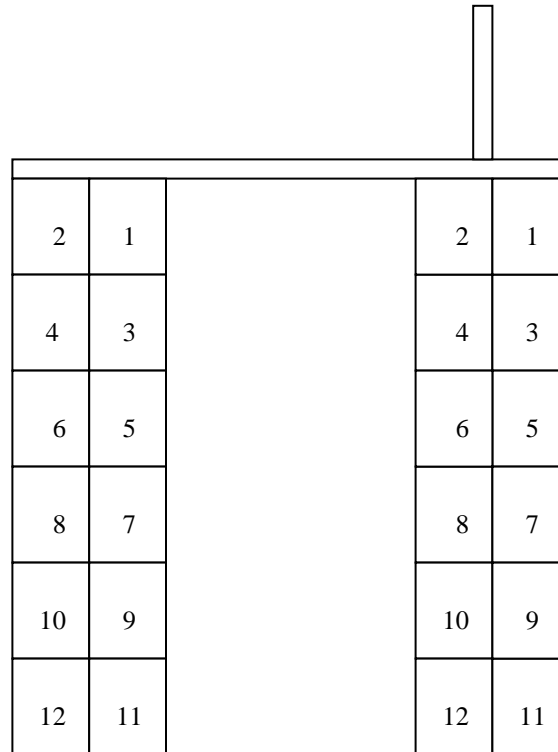


“A” DOCK
“B” DOCK
“C” DOCK



| | | | |
|---------------|----------|----------|----------|
| Building: | A | B | C |
| Moorage Size: | 9' x 20' | 9' x 20' | 9' x 20' |
| Type: | open | covered | covered |
| No. Units: | 1-12 | 1-12 | 1-12 |

“D” DOCK **“E” DOCK**



Building:

D

E

Moorage Size:

10' x 24'

10' x 24'

Type:

covered

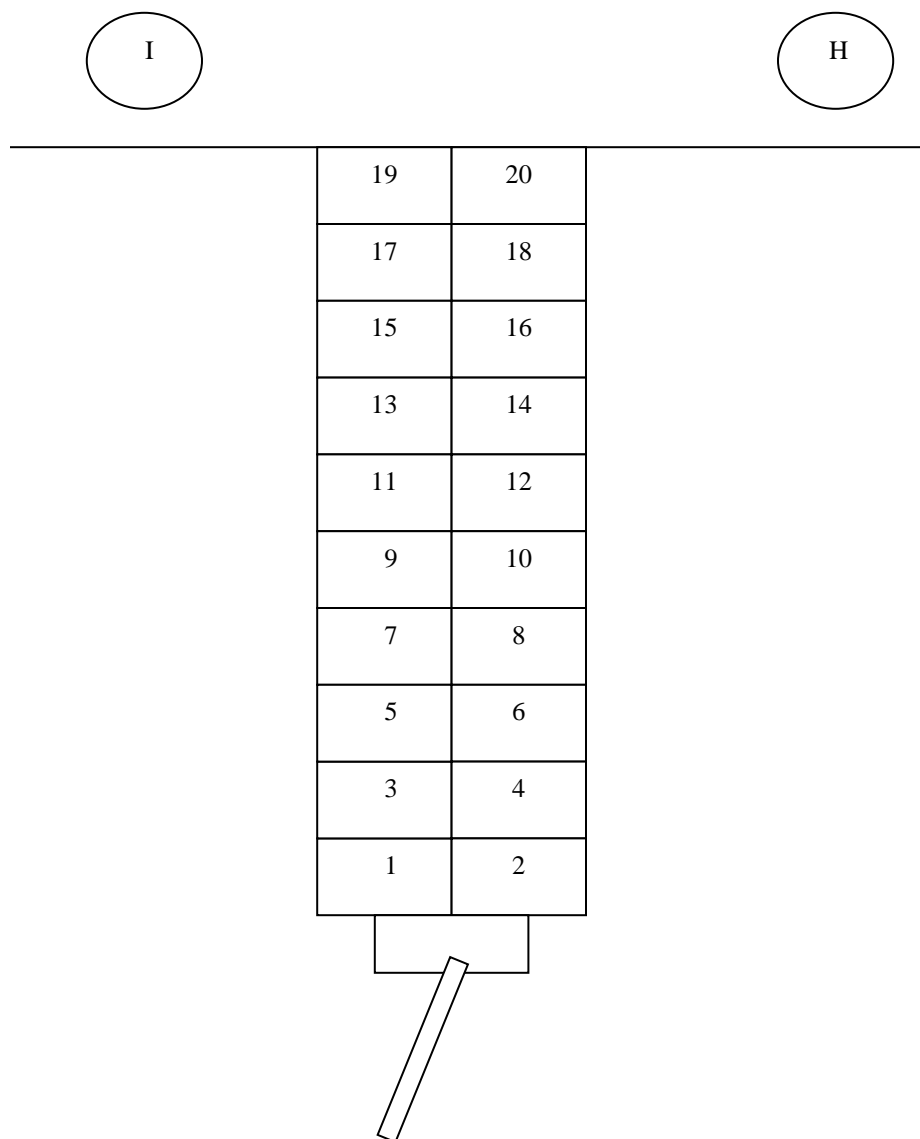
covered

No. Units:

1-12

1-12

“G” DOCK



Building: G

Moorage Size: 14' x 32'

Type: covered

No. Units: 1-20

“H” DOCK

| | | |
|----|----|--|
| 2 | 1 | |
| 4 | 3 | |
| 6 | 5 | |
| 8 | 7 | |
| 10 | 9 | |
| 12 | 11 | |
| 14 | 13 | |
| 16 | 15 | |
| 18 | 17 | |
| 20 | 19 | |
| 22 | 21 | |
| 24 | 23 | |
| 26 | 25 | |
| 28 | 27 | |
| 30 | 29 | |
| 32 | 31 | |
| 34 | 33 | |
| 36 | 35 | |
| 38 | 37 | |
| 40 | 39 | |
| 42 | 41 | |
| 44 | 43 | |
| 46 | 45 | |
| 48 | 47 | |
| 50 | 49 | |
| 52 | 51 | |

Building: H

Moorage Size: 9' x 20'

Type: covered

No. Units: 1-52

“J” DOCK

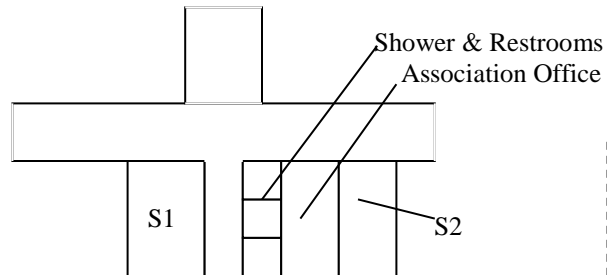
| | |
|----|----|
| | |
| 2 | 1 |
| 4 | 3 |
| 6 | 5 |
| 8 | 7 |
| 10 | 9 |
| 12 | 11 |
| 14 | 13 |
| 16 | 15 |
| 18 | 17 |
| 20 | 19 |
| 22 | 21 |
| 24 | 23 |
| 26 | 25 |
| 28 | 27 |
| 30 | 29 |
| 32 | 31 |
| 34 | 33 |
| 36 | 35 |
| 38 | 37 |
| 40 | 39 |
| 42 | 41 |
| 44 | 43 |
| 46 | 45 |
| 48 | 47 |

Building: J

Moorage Size: 10' x 24'

Type: covered

No. Units: 1-48

“K” DOCK

S1: Marina Sales Office
(Com'l. Area)

S2: Yacht Sales Area
(Com'l Area)

Building: K

Moorage Size: 12' x 28'

Type: 58 units covered
4 units uncovered

No. Units: 1-62

| | |
|----|----|
| | |
| 32 | 31 |
| 34 | 33 |
| 36 | 35 |
| 38 | 37 |
| 40 | 39 |
| 42 | 41 |
| 44 | 43 |
| 46 | 45 |
| 48 | 47 |
| 50 | 49 |
| 52 | 51 |
| 54 | 53 |
| 56 | 55 |
| 58 | 57 |
| 60 | 59 |
| 62 | 61 |

“L” DOCK

| | | |
|--|----|----|
| | | |
| | 2 | 1 |
| | 4 | 3 |
| | 6 | 5 |
| | 8 | 7 |
| | 10 | 9 |
| | 12 | 11 |
| | 14 | 13 |
| | 16 | 15 |
| | 18 | 17 |
| | 20 | 19 |
| | 22 | 21 |
| | 24 | 23 |
| | 26 | 25 |
| | 28 | 27 |
| | 30 | 29 |
| | 32 | 31 |
| | 34 | 33 |
| | 36 | 35 |
| | 38 | 37 |
| | 40 | 39 |
| | 42 | 41 |
| | 44 | 43 |
| | 46 | 45 |
| | 48 | 47 |
| | 50 | 49 |

Building: L

Moorage Size

And Type: 24 Units 14' x 36' covered
 22 Units 16' x 40' covered
 4 Units 16' x 40' covered

No. Units: 1-50

“M” DOCK

Building: M
Moorage Size: 18' x 50'
Type: covered
No. Units: 1-18

S3: Marina Store (Com'l Area)

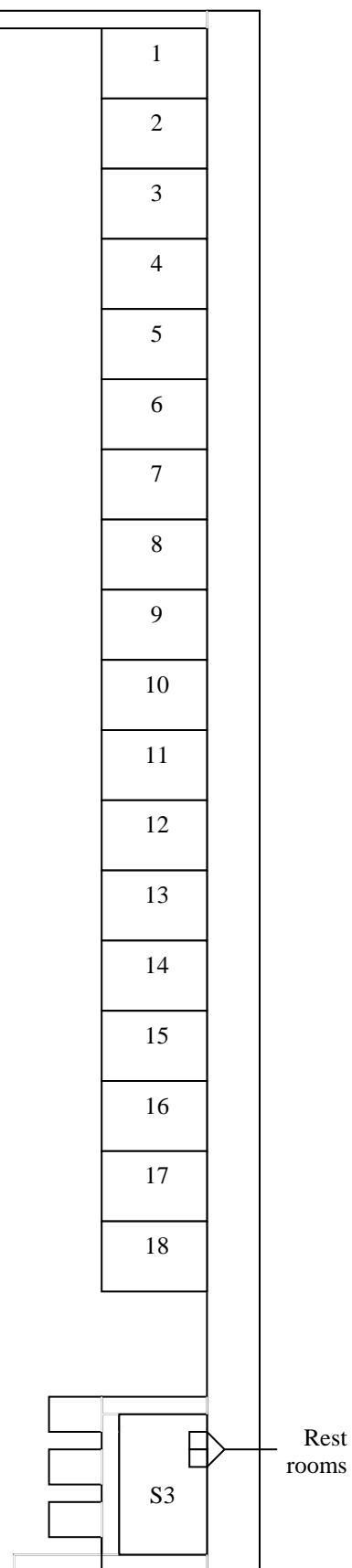


EXHIBIT 3
To Second Amended and Restated
Declaration of Covenants, Conditions and Restrictions
For Lake Travis Lodges Marina

MARINA RULES AND REGULATIONS

Unit owners shall abide by all rules and regulations of Lake Travis Lodges Marina ("Marina") and all governmental authorities having jurisdiction over the Marina and Lake Travis. Each Unit Owner is responsible for the acts and conduct of his family, tenants, and invitees, and assumes their compliance with such rules and regulations while on the premises of Lake Travis Lodges Marina and the adjacent access and parking easement areas. "Boat" shall include all motor and sailing vessels, pontoon boats, canoes, barges, jet skis, and other marine vessels. "Equipment" shall include all personal property of every kind, except Boats.

1. All vehicles, trailers, cars, cycles, etc. must observe posted speed limits (unless otherwise posted) while on the parking lot and access roads adjacent to the Marina. Parking is permitted in authorized areas only.
2. Boat operators shall observe a "No-Wake Speed" in the harbor and around all docking areas. When approaching or entering the harbor entrance, boat operators shall slow boat to a speed so as not to create waves to rock the marina buildings and other structures and boats moored within.
3. There shall be no running on the docks or walkways.
4. There shall be no smoking or open flames (including pilot lights) in fueling area or during fueling operations.
5. There shall be reasonable quiet in Moorage Areas, Commercial Areas, and the Common Areas after 10:00 PM.
6. There shall be no obscene acts, drunkenness or profane language in the Moorage Areas, Commercial Areas, Common Areas, Land, or adjacent property.
7. There shall be no swimming, diving, scuba diving, or discharging firearms from the docks, walkways or while within the harbor area.
8. Dogs must be under leash and must not run loose on the Project or adjacent property, including parking and ingress/egress areas on shore. Pets shall not be left unattended. Pets are not allowed to defecate on the Project, and Unit Owner shall be responsible for immediate cleanup in case of pet defecation by a pet of the Unit Owner or his family, guests, or tenants.
9. No one may place materials, supplies, accessories, debris or trash on walkways and piers. Unit Owners, their family, tenants and guests shall remove trash and garbage to receptacles on shore.
10. Unit Owners, their family, tenants, and guests shall conduct themselves at all times so as to create no annoyance, hazard or nuisance to the Marina or to other persons.
11. No one may block walkways at any time for any reason.
12. All boats shall be locked. No one may board any boat except his own without the boat owner's permission. The Association is authorized to prohibit boat use by persons not listed with Association by Unit Owner.
13. No one may pump-out or discharge heads, or holding tanks, anywhere in the Project except into Board-approved pump-out facilities. No one may pollute with oil, gas, or other chemicals in and around the dock area.
14. Use of boat ramps is at the sole risk of Unit Owners and their tenants and family and is limited to usage by Unit Owners in loading and unloading their boats. A fee may be charged by the owner of the ramps for all other users.
15. Nothing shall be done or kept in any Moorage Area, Commercial Area or in the Common Areas which will increase the rate of insurance on the Project without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit which will result in the cancellation of the insurance on any part of the Project. No Unit Owner shall install lockers or carpeting in the Common Areas or install enclosures, curtains or obstructions, whether temporary or permanent, other than roll-up screens designed to shield the Unit from sun and rain, provided that the consent of the Board shall have been obtained prior to installation.

16. Unit Owners may install cleats and similar mooring devices on decks adjacent to the Moorage Areas. Location of all such cleats and similar mooring devices shall be subject to approval of the Board, which approval shall not be unreasonably withheld.
17. All vessels operating within the boundaries of the Lake Travis Lodges Marina must at all times be under power.
18. In leasing his Moorage Area (or Commercial Area), a Unit Owner shall immediately provide the tenant with a copy of the Association Rules.
19. Each Unit Owner may use the Common Areas in accordance with the purposes for which they are intended but may not hinder or encroach upon the lawful rights of the other Unit Owners.
20. All Boats floating in oar slips shall be moored securely with ½" nylon lines or larger. All Equipment and non-floating Boats shall be secured properly. If in the reasonable judgment of any Board Member, Association employee, or representative of Declarant, a Boat or Equipment in a Unit Owner's slip or adjacent space has not been moored or secured in compliance with the foregoing, the Association may cause such Boat or Equipment to be moored or secured in compliance with these rules without prior notice to the Unit Owner, Boat Owner, or Equipment owner and the Association may charge a reasonable fee for labor and materials to the Unit Owner and/or the Boat or Equipment owner.
21. Boat owners and operators shall be liable for damage to other boats and the Marina caused by violation of these rules by such Boat owners and operators.
22. The Board of Directors of the Association may amend or change these Rules by posting such changes on the bulletin board and sending copies of the change to Unit Owners with monthly assessments.
23. Interpretation of Rules shall be solely by the Board. Unit Owners shall have no vested right in rules or any right of enforcement.

ELECTRICAL SUBMETER AGREEMENT
FOR MAINA SLIP AT
LAKE TRAVIS LODGES MARINA

1. This is an electrical submeter agreement between Lake Travis Lodges Marina Association and the undersigned Owner or Tenant of a slip (Moorage Area) in the Lake Travis Marina on Lake Travis, Travis County, Texas, according to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Lake Travis Lodges Marina as recorded in Volume _____, Page _____ of the Real Property Records of Travis County, Texas. The Association receives electricity for the marina through a master meter which is connected in the name of Lake Travis Lodges Marina Association. It is agreed that Slip Owners shall pay for electricity consumed at the Slip Owner's slip, as measured by a submeter. Charges for submetered electricity payable by Slip Owner will be billed at the first of each month and shall be based on the Slip Owner's kilowatt hour (KWH) consumption during the previous month as recorded by the submeter.
2. The monthly submeter bill for electricity passing through the submeter will only cover electricity consumed at that slip. The charge per KWH will be the same as the average cost per KWH which the City of Austin charges the Association through the master meter, i.e., the Association's total bill divided by the total master meter consumption to arrive at the average KWH cost. There will be no extra charge of any kind for electrical consumption through the submeter.
3. Charges for submetered electricity will be listed on Slip Owner's regular monthly statement of assessments from Association and are due and payable immediately upon receipt at the office of the Association as stated on the bill. If payment is not received by the due date of the statement, a late payment charge of _____% of the electrical charges may be added to the bill, in addition to any other late charges applicable to the charges on the statement. If the electric service is disconnected for nonpayment, Association may charge a \$_____ disconnect fee and \$_____ for a reconnect fee if service is reconnected.
4. In the event of nonpayment of the submeter charges or nonpayment of other sums due to the Association, the submetered electricity may be disconnected by the Association upon 7 days notice. In addition, Slip Owner may be subject to other procedures and/or penalties of Association applicable to nonpayment of Association charges under the Declaration of Covenants, Conditions, and Restrictions for the Lake Travis Lodges Marina. The submetered electricity may not be reconnected without full payment of all past due electrical bills, reconnect fees, attorney's fees, and other sums owed by Slip Owner to Association. All past due submeter charges shall bear interest at 18% per annum from due date, compounded annually.
5. All of the undersigned persons represent that they are fully authorized to act on behalf of the person, firm or corporation for whom they are signing. The parties acknowledges that use of the slip is subject to the Declaration described above, including all limitations, rights, covenants, conditions, and restrictions therein.

LAKE TRAVEIS LODGES MARINA ASSOCIATION
5600 Driftwood Drive
Austin, Texas 78731

OWNER () or TENANT () of Slip No. _____

(Printed name of Owner/Tenant)

By _____

(Signature and title of person signing)

Title _____

(Address)

(City, State and Zip)

Date

Date

ELECTRICAL SUBMETER AGREEMENT
FOR COMMERCIAL AREA AT
LAKE TRAVIS LODGES MARINA

1. This is an electrical submeter agreement between Lake Travis Lodges Marina Association and the undersigned Owner or Tenant of the Commercial Area designated below as defined in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Lake Travis Lodges Marina as recorded in Volume _____, Page _____ of the Real Property Records of Travis County, Texas. The marina receives electricity through a master meter, which is connected in the name of Lake Travis Lodges Marina Association. It is agreed that the undersigned owner/tenant shall pay for electricity as measured by a submeter which has been installed for the commercial area. Submeter bills will be based on the owner/tenant's kilowatt hour (KWH) consumption during the previous month as recorded by the submeter.
2. The monthly submeter bill for electricity passing through the submeter will only cover electricity consumed at the submeter. The charge per KWH will be the same as the average cost per KWH which the City of Austin charges the Association through the master meter, i.e., the Association's total bill divided by the total master meter consumption to arrive at the average KWH cost. There will be no extra charge of any kind for electrical consumption through the submeter.
3. The electrical submeter bill is due and payable immediately upon receipt at the office of the Association at Lake Travis in Lake Travis County, Texas as stated on the bill: and if payment is not received by the twentieth (20th) of the month, a late payment charge of ____% of the electrical charges may be added to the bill. If the electric service is disconnected for nonpayment, the Association may charge \$_____ for a disconnect fee and may charge \$_____ for a reconnect fee if service is reconnected.
4. In the event of nonpayment of the submeter charges or nonpayment of other sums due to the Association, the submetered electricity may be disconnected by the Association upon 7 days notice. The submetered electricity may not be reconnected without full payment of all past due electrical bills, reconnect fees, attorney's fees, and other sums owed by the owner/tenant to the Association. All past due submeter charges shall bear interest at 18% per annum from due date, compounded annually. The association may recover attorney's fees if incurred in the collection of delinquent submeter billings.
5. All of the undersigned persons represent that they are fully authorized to act on behalf of the person, firm or corporation for whom they are signing. The parties acknowledges that use of the Commercial Area is subject to the Declaration described above, including all limitations, rights, covenants, conditions, and restrictions therein.
6. The Commercial Area covered by this Agreement is the : () Marina Store Commercial Area, () Marina Sales Office Commercial Area, or () Yacht Sales Commercial Area (check one).

LAKE TRAVEIS LODGES MARINA ASSOCIATION
5600 Driftwood Drive
Austin, Texas 78731

By _____

Title _____

OWNER () or TENANT () of the Commercial Area
designated in paragraph 6

(Printed name of Owner/Tenant)

(Printed Name of business, if different than above)

(Signature and title of person signing)

(Address)

(City, State and Zip)

Date

Date

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LAKE TRAVIS LODGES MARINA ASSOCIATION

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BYLAWS OF LAKE TRAVIS LODGES MARINA ASSOCIATION

Section 1. DEFINITIONS. As used in these Bylaws, the term

- (a) "Association" means the Lake Travis Lodges Marina Association, a Texas non-profit corporation.
- (b) "Board" means the Board of Directors of the Association.
- (c) "Developer" is Lake Travis Lodges, Inc., a Texas corporation.
- (d) "Unit" shall have the meaning attributed to such term in the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") with respect to a certain marina located at Lake Travis Lodges Marina, Lake Travis, Austin, Texas (the "Project"). Such Declaration was originally recorded in Volume 7784, Page 403, Deed Records of Travis County, Texas. The First Amended and Restated Declaration is recorded in Volume 8355, Page 122, Deed Records of Travis County. The Second Amended and Restated Declaration is recorded in Volume ____, Page ____, Real Property Records of such county.
- (e) "Unit Owner" means the owner of a possessory ownership interest, whether one or more persons or entities, of any Unit, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. OFFICE. The office will be located at Austin, Travis County, Texas, or at such place as the Board may designate.

Section 3. UNIT OWNERS' ANNUAL MEETING. The annual meeting of the Association shall be held on the second Saturday in August of each year or as soon as thereafter as is reasonably practical in the judgment of the Board, but no later than October 31st of such year. At such meetings, the Association shall, by ballot, elect directors and transact such other business as may come before the meeting. If the election of directors is not held on the date designated herein for any annual meeting of the Unit Owners, the Board shall cause the election to be held at a special meeting of the Association no later than 60 days thereafter, by proper notice designating the meeting as the annual meeting.

Section 4. SPECIAL MEETING. Special meetings of the Association for any purpose or purposes may be called by the president or by a majority of the Board and shall be called by the president at the request of Unit Owners owning not less than 20 percent of the Units entitled to vote at the meeting.

Section 5. PLACE OF MEETING. The office of the Association or such other place as the Board may designate shall be the place of meeting for all annual and special meetings of the Unit Owners.

Section 6. NOTICE OF MEETING. Written or printed notice, stating the place, date and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called. Shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the discretion of the president, the secretary, or the officer or persons calling the meeting, to each Unit Owner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Unit Owner at his last known address on the records of the Association, with postage paid.

Section 7. QUORUM AND VOTING OF UNIT OWNERS.

- (a) *Quorum.* At any meeting of the Association, Unit Owners present in person or by proxy, shall constitute a quorum, provided a majority of the Board is present. Each Unit shall constitute one vote. If less than the majority of the Board are present in person at the meeting, the Unit Owners owning a majority of the Units so represented may recess the meeting to a specific time, date, and place without further notice to the membership and the concurring vote of Unit Owners owning a majority of such Units present and constituting a quorum shall be valid and binding upon the Association, except as otherwise provided by law, the Bylaws, or the Declaration. If less than 50 percent of the Units are represented at the meeting, Unit Owners owning a majority of the Units so represented may recess the meeting to a time, date, and place without further notice to the membership. If a quorum is present or represented at such recessed meeting, any business may be transacted which might have been transacted at the meeting as originally noted. The Unit Owners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of enough Unit Owners to leave less than quorum. Developer shall be the voting owner with respect to any Units owned by Developer, subject to any voting agreements entered into by Developer.

- (b) *Voting by mortgagees: proxies; multiple ownership.* In the event the Unit Owner or Owners have pledged their votes regarding special matters to a mortgagee under a duly recorded mortgage and notice thereof has been given to the secretary or manager of the Association, only the vote of the mortgagee will be recognized in regard to the special matters upon which the votes are so pledged. An administrator, executor, guardian or trustee may vote in person or proxy at any meeting of the Association with respect to any Units owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided that he shall satisfy the secretary that he is the executor, administrator, guardian, or trustee holding such Unit in such capacity. Whenever any Unit is owned by two or more jointly, according to the records of the Association, a vote thereof may be exercised by any one of the owners then present, in the absence of protest by a co-owner. In the event of protest by a co-owner, the vote shall be divided by the number of co-owner, the vote shall be divided by the number of co-owners, and each co-owner shall cast an equal fractional vote.

Section 8. PROXIES. At all meetings of the Unit Owners, a Unit Owner may vote by proxy executed in writing by the Unit Owner bearing a date not more than eleven months prior to such meeting or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting.

Section 9. INFORMAL ACTION BY UNIT OWNERS. Any action required to be taken at a meeting of the Unit Owners or any other action which may be taken at the meeting of the Unit Owners may be taken without a meeting if a consent in writing setting forth the action so taken be signed by all the Unit Owners entitled to vote with respect to the subject matter thereof.

Section 10. BOARD OF DIRECTORS.

- (a) *General Powers.* The business and affairs of the Association shall be managed by its Board, who shall be Unit Owners in good standing. The Board shall be responsible for the maintenance, upkeep and repair of common areas and for providing insurance coverage pursuant to Section 22.
- (b) *Number and Term of Directors.* The Board shall consist of five directors. Following the passage of this amendment, at the next election of directors at an annual meeting of Unit Owners, the Unit Owners shall elect two directors for a term of two years and three directors for a term of one year. At each annual meeting thereafter, the Unit Owners shall elect for a term of two years such number of directors as vacancies occur by expiration of any director's full term of office (three vacancies in one year and two the next). Each director shall hold office from date of election until the expiration of his term or until the election and qualification of his successor.
- (c) *Regular Meetings.* A regular meeting of the Board shall be held without notice other than this Bylaw immediately after and at the same place as the annual meeting of the Unit Owners. The Board may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution.
- (d) *Special Meetings.* Special meetings of the Board may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting called by them.
- (e) *Notice of Special Meetings.* Notice of any special meetings shall be given at least 72 hours previous thereto by written notice delivered personally or mailed to each director at his residence or business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because a meeting is now lawfully called or convened. Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be specified in the notice of such meeting.
- (f) *Quorum of Directors.* A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board; but, if less than such majority is present at a meeting, a majority of the directors present may recess the meeting from time to time without further notice. Each director shall have one vote.
- (g) *Manner of Directors Acting.* The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.
- (h) *Vacancies on Board.* Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors by no less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors or by reason of the removal one or more directors shall be filled by election at an annual meeting or at a special meeting of the Unit Owners called for that purpose.

- (i) *Presumption of Assent.* A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by mail to the secretary promptly after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.
- (j) *Removal of Directors.* All or any number of the directors may be removed with or without cause at a meeting expressly called for that purpose by a vote of a majority in interest of the Unit Owners then entitled to vote at an election of directors. Any director who ceases to be a Unit Owner shall cease to be a director.
- (k) *Reimbursement of Directors.* The directors shall be reimbursed for their reasonable expenses related to attendance at meetings of the directors.
- (l) *Directors to Engage Manager.* The Board may retain the services of an individual or a firm to act as Manager or Managing Agent and may employ, or instruct such Manager or Managing Agent to employ, such other persons as may be necessary from time to time for the maintenance, upkeep, and repair of the Project. The Board shall determine the compensation to be paid to the Manager or Managing Agent and to such other personnel, and the compensation shall constitute a Common Expense (as defined in the Declaration).
- (m) *Directors to Adopt Rules and Regulations.* Rules and regulations which are adopted by the Board shall be binding as though they are a part of the Bylaws. The Board shall have the power to amend such rules and regulations as may be necessary or desirable to govern the details of the operation and use of the Project and the common areas, including rules which are reasonably necessary to obtain compliance of Unit Owners, their families, guests and invitees with the Declaration, Bylaws, and Rules or which are desirable to prevent unreasonable interference with the use of their respective Units and of the Common Areas (as defined in the Declaration) by the other Unit Owners, their families, guests, and invitees.
- (n) *Qualification for Directors.* A director who is a Lessee of a Commercial Area or otherwise has a direct financial interest therein (including members of the Lessee's immediate family) shall abstain from any vote of the Board which pertains to the operation of any Commercial Area in the Marina or any other matter which would constitute a conflict of interest because of that financial interest. Such an interested director may be counted in determining the presence of a quorum at the meeting of the Board which votes on the issue creating the conflict.

Section 11. OFFICERS.

- (a) *Number; Titles.* The officers of the Association shall be elected by the directors and shall be a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the Board may from time to time elect or appoint. Any two or more offices may be held by the same person except that the president and secretary shall not be the same person. None of the officers need be a resident of the State of Texas.
- (b) *Election.* The Board at its first meeting after each annual meeting of the members shall choose a president, one or more vice presidents, a secretary, and a treasurer, all of whom may be members of the Board.
- (c) *Other Officers.* The Board may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.
- (d) *Salaries.* The salaries of all officers and agents of the Association, in any, shall be fixed by the Board.
- (e) *Term of Office.* Each officer of the Association shall hold office until the annual meeting of the Board next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or resignation or removal from office. Any officer or agent elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board.
- (f) *President.* The president shall be the chief executive officer of the Association; he shall preside at all meetings of the members and of the Board, shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe.
- (g) *Vice Presidents.* Each vice president shall have such powers and perform such duties as the Board may from time to time prescribe or as the president may from time to time delegate to him. Any action taken by a vice president in the performance

of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time of such action was taken.

- (h) *Secretary.* The secretary shall attend all sessions of the Board and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for the purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or president, under whose supervision he shall be.
- (i) *Assistant Secretaries.* Each assistant secretary shall have such powers and perform such duties as the Board may from time to time prescribe or as the president may from time to time delegate him.
- (j) *Treasurer.* The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association, and shall perform such other duties as the Board may prescribe. If required by the Board, he shall give the Association a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the restoration to the Association, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association.
- (k) *Assistant Treasurer.* Each assistant treasurer shall have such powers and perform such duties as the Board may from time to time prescribe.

Section 12. **AUDIT.** The Board may appoint a certified public accountant or certified public accounting firm as auditor, who shall not be an officer of the Association or own any interest in any Unit, to audit the books and financial records of the Association.

Section 13. **CONTRACTS.** The Board may authorize any officer or director, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association; and such authority may be general or confined to specific instances. The Board shall have the right to make additions, alterations, or improvements to the Common Areas (as defined in the Declaration) consistent with the Declaration and to pay for the same out of the reserve fund established by the Board, or to specifically assess the Units therefor as a common expense.

Section 14. **LOANS.** No loan shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board and approved by the affirmative vote of the owners of 75 percent of the Units. Such authority may be general or confined to specific instances.

Section 15. **CHECKS, DRAFTS, VOUCHERS, ETC .** All checks, drafts, vouchers, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board.

Section 16. **DEPOSITS.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, savings and loan associations, or other depositories as the Board may select. All reserves to cover the cost of capital expenditures shall be kept in a separate bank account and shall not be commingled with the general operating funds of the Association.

Section 17. **BOOKS AND RECORDS.** The Association shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its members and Board, and shall keep at its registered office a record of its members, giving the names and addresses of all members.

Section 18. **FISCAL YEAR.** The fiscal year of the Association shall be fixed by resolution of the Board.

Section 19. **SEAL.** The corporation shall have no seal.

Section 20. **ASSESSMENTS.**

- (a) *Purpose.* The owner of each Unit shall be liable for and pay his assessed share of the common expenses. Common Expenses shall include the cost of all utilities, insurance, including fire and other casualty and liability insurance, cost of repair, reinstatement, rebuilding, or replacement of the Project, the cost of providing any recreational or service facilities approved by the Board, janitorial, security, and other similar services, wages, accounting and legal fees, management fees, and other

necessary expenses of upkeep, maintenance, management, and operation actually incurred on or for the Common Areas. Common Expenses shall also include such amounts as the Board may deem proper to make up any deficit in the Common Expenses of any prior year and a replacement-reserve fund to meet anticipated needs, if any, for working capital and for nonrecurrent replacements, repairs, and contingencies, and for such rehabilitation and modernization of the Project as may be required. Common Expenses shall also include any real or personal property taxes which are levied on the Project, and any other amounts designated as such in the Declaration. Common Expenses shall include expenditures necessary to comply with all applicable governmental regulations. Assessments may be in the form of special assessments or regular monthly assessments.

- (b) *Allocation.* Common Expenses incurred by the Association shall be equitably allocated, according to the reasonable judgment of the Board, among unit Owners. Provided however, the Commercial Areas assessments shall be as follows: The assessment for the "Marina Sales Office" Commercial Area will be equal to the assessment for one "K" Moorage Areas. The assessment for the "Marina Store" Commercial Area will be equal to the assessment for three "M" Moorage Areas. The assessment for the "Yacht Sales" Commercial Area will be equal to the assessment for two and one-half "K" Moorage Areas, plus two "C" Moorage Areas.
- (c) *Electricity.* Expenses incurred by the Association for utilities supplied to the Project shall be allocated and assessed on a submeter, with each Unit Owner paying his usage recorded by such submeter; i.e., each Unit Owner shall pay to the Association a sum equal to his submeter usage times the Association's average kwh cost of electricity for the billing period in question. The cost of installation and maintenance of metering and submetering shall be an Association expense.
- (d) *Taxes.* Real property taxes incurred by the Association in connection with the Project shall be a common expense.
- (e) *Other Costs.* All other costs and expenses incurred by the Association shall be a common expense.

Section 21. COLLECTING ASSESSMENTS. Unit Owners' assessments for common expenses shall be collected monthly, in advance, by the Association. A Unit Owner's obligation to pay monthly assessments shall not be contingent on receipt of an invoice or notice from the Association; and all Unit Owner's shall be obligated to pay monthly assessments regardless of whether invoices or notices are received from the Association. Each Unit Owner shall be entitled to receive from the treasurer, upon written request, an itemized statement of common expenses. Such itemized statement shall be prepared in such manner as the Board shall determine.

Section 22. INSURANCE. Insurance as required by Section 2.11 of the Declaration shall be obtained by the Board from time to time in such amounts as the Board by resolution shall deem necessary. The Board shall review annually the value of the policy, so that the insurance will reflect current, non-depreciable, construction replacement costs. The Board may also procure insurance against such additional risks as the Board may deem advisable for the protection of the Unit Owners.

Section 23. LIABILITY OF DIRECTORS AND OFFICERS.

- (a) *Indemnity.* Each director and officer of the Association, his heirs, executors and administrators, shall be indemnified by the Association against all costs, expenses, amounts or liability therefor, including counsel fees, which are reasonably incurred by or imposed upon him in connection with or resulting from any action, suit, proceeding, or claim to which he may be made a party, or in which he may be or become involved by reason of his acts or alleged acts of omission or commission as such director or officer, or subject to the provisions hereof, or any settlement thereof, whether or not he continues to be such director or officer at the time of incurring such costs, expenses, or amounts. Such indemnification shall not apply, however, with respect to any matter as to which such director or officer shall be finally adjudged in such action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his duties as such director or officer. Further, the indemnification herein provided shall, with respect to any settlement of any such suit, action, proceeding or claim, include reimbursement of any amounts paid and expenses reasonably incurred in settling any such suit, action, proceeding or claim when, in the judgment of the Board, a settlement or reimbursement appears to be to the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights as to which any such director or officer may be entitled under any agreement, vote of Unit Owners, or otherwise.
- (b) *Limitation on liability.* Notwithstanding the foregoing and pursuant to Article 1302-7.06, Texas Miscellaneous Corporation Laws Act, no member of the Board shall be liable to the Association or the Unit Owners for monetary damages for an act or omission committed after September 1, 1988, in the director's capacity as a director, except for (1) a breach of a director's duty of loyalty to the Association and the Unit Owners, (2) an act or omission not in good faith or which involved intentional misconduct or a knowing violation of the law, (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (4) an act or omission for which the liability of a director is expressly provided for by statute.

Section 24. REIMBURSEMENT BY OWNERS FOR DAMAGES.

- (a) *Liability.* Every Unit Owner shall be responsible for all loss and damage caused by him, his family, guests, or invitees.
- (b) *Reimbursement.* Every Unit Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas or improvements related thereto damaged or lost through the fault of such Unit Owner or any person using the Project under him and shall give notice to the managing agent of any such damage, loss or other defect when discovered.

Section 25. INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any act or business for profit on behalf of any of or all the Unit Owners. The Bylaws shall be broadly and liberally construed and shall be presumed valid unless in conflict with the Declaration or applicable governmental laws.

Section 26. AMENDMENTS. Amendments to these Bylaws may be proposed by resolution of the Board or by holders of 10% of the Units. Any proposed amendment shall be delivered in writing, either personally or by mail, to each Unit Owner entitled to vote not less than 10 nor more than 50 days before the date of the meeting at which the proposed amendment will be voted upon. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at his last known address on the records of the Association, with postage thereon prepaid. No amendment of the Bylaws proposed in either of such ways shall be effective unless 30% in interest of the total units are present in person or by proxy, provided a majority of the Board is present and that 75% of those present in person or by proxy approve.

Originally adopted May 5, 1982; revised February 25, 1984; and revised August ____, 1988.

LAKE TRAVIS LODGES MARINA ASSOCIATION

By _____
Secretary

Exhibit 7
Recommended Form of Conveyance

TRANSFER AND ASSIGNMENT OF LEASEHOLD INTEREST AND BILL OF SALE
For
UNIT(S) OF THE LAKE TRAVIS LODGES MARINA
Lake Travis, Travis County, TEXAS

Grantor: _____

Grantee: _____

Unit(s): (describe by Building letter and Moorage Area number such as K-1, M-2 or by commercial Areas description such as Marina
Store Commercial Area) _____

TRANSFER. The above named Grantor, for good and valuable consideration, hereby transfers and conveys to the above named Grantee and Grantee's successors and assigns, all of Grantor's interest in:

- (1) Grantor's rights to the above described Unit(s) and all rights appurtenant to such Unit(s) at Lake Travis Lodges Marina, according to the rights, obligations, and other terms of the Second Amended and Restated Declaration of Covenants, conditions, and Restrictions (and any amendments to same) for Lake Travis Lodges Marina recorded in Volume _____, Page _____, Real Property Records of Travis County, Texas;
- (2) Grantor's leasehold estate under a lease dated _____ from Lake Travis Lodges, Inc., as Lessor, to _____, as Lessee (insert name of the original lessee), leasing certain portions of the Submerged Land described by metes and bounds at the end of this instrument, a memorandum of said lease being recorded in Volume _____, Page _____, Real Property Records of Travis County, Texas;
- (3) Grantor's undivided ownership interest in the Building or Building (i.e. floating marina buildings) in the Lake Travis Lodges Marina as that term is described in the above Declaration; and
- (4) Grantor's rights to the Moorage Area(s) or Commercial Area(a) covered by the above described Unit(s).

ACCEPTANCE. Grantee acknowledges receipt of the property interests conveyed above and accepts same AS IS except as otherwise stated below. By acceptance of the conveyance, Grantee assumes all rights and obligations of a Unit Owner according to such Declaration.

LIENS AND ENCUMBRANCES. Grantor covenants that Grantor is the lawful owner of the property interests conveyed above and that same are free from all liens and encumbrances except for (1) the terms and conditions of Declaration, (2) the rights of Lake Travis Lodges, Inc., as Lessor, under the above described lease, and (3) the liens or encumbrances, if any, described below.

RECORDATION. This Transfer and Assignment must be recorded in the Real Property Records of Travis County, Texas to terminate Grantor's liability for any assessments and other sums accruing after closing. No mortgage, lien, or security interest of a lender shall be superior to the Association's lien for sums due and owing to the Association without compliance with Section 2.7(e) of the above referenced Declaration.

RESALE CERTIFICATE. Grantee acknowledges that it is necessary to obtain a "resale certificate" from the Association in order to be certain that there are no outstanding sums due and owing to the Association which could constitute a lien on the Unit.

Continued on next page

GRANTOR: _____
(printed name or names)

Date _____

By _____
Signature

Date _____

By _____
Signature

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 19__ by _____ in the above stated capacity.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on _____, 19__ by _____ in the above stated capacity.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

LEGAL DESCRIPTION OF SUBMERGED LAND

A tract of land located in Travis County, Texas, being out of the John Foster Survey No. 587 and being all of the land contained in said John Foster Survey No. 587 lying below the 670 foot contour line, that is, lying between the 670 foot contour line and the South and of the Colorado River bed as such river bed existed prior to the permanent inundation caused by the created of Lake Travis; save and except for a 6-1/2 acre tract of land which was conveyed to John Stanford by A. J. Stanford, according to a deed which is recorded in Travis County Deed Records in Book 50, page 534. More particularly, the boundaries of said tract are as follows: (1) the West boundary is the line separating the John Foster Survey No. 587 from the Thomas Lobar Survey No. 519; (2) the North boundary is the meandering line along the lower bank, that is, the southernmost bank of the Colorado River as it existed prior to the inundation creating the Lake Travis; beginning at the point where the line separating the Thomas Lobar Survey No. 519 and the John Foster Survey No. 587 meets the lower bank of the Colorado River, and continuing downstream along the lower bank of the Colorado River to a stake set at the upper, that is, the Northwesternmost corner of the 6-1/2 acre tract deeded to John Stanford by A. J. Stanford, recorded in Book 50, page 534 of the Travis County Deed Records; (3) the East boundary is a meandering line beginning at the said stake set in the upper corner of said 6-1/2 acre tract, which tract is now owned by Paul Keller, then up (in a southerly direction) the center of a ravine and with the west line of said 6-1/2 acre tract, according to the following courses numbered 1 to 11, inclusive:

(1) (1) S 50° 24' W 139.7 feet; (2) S 2° 6' E 117.4 feet; (3) S 49° 42' W 164.5 feet; (4) S 13° 15' E 95.6 feet; (5) S 1° 37' E 158.4 feet; (6) S 47° 24' W 134.3 feet; (7) S 44° 4' W 142.8 feet; (8) S 88° 10' W 125.4 feet; (9) S 64° 47' W 71.4 feet; (10) S 34° 24' W 74.3 feet; (11) S 56° 22' W 88.9 feet to a cross on a rock fall which is the southwest corner of the aforesaid 6-1/2 acre tract of land; thence with the South line of said 6-1/2 acre tract of land S 60° 13' E 436.85 feet to a point on the division line of the John Foster Survey No. 587 and the Caleb Nunnery Survey no. 518; thence with the said division line of the John Foster Survey No. 587 and the Caleb Nunnery Survey No. 518 Southwest to the point where such division line intersects with the 670 foot contour line; (4) the South boundary line is the meandering line along the 670 foot contour line to the point where the 670 foot contour line intersects the line separating the John Foster Survey No. 567 and the Thomas Lobar Survey No. 519.

FIRST RESTATED
ARTICLES OF INCORPORATION
OF
LAKE TRAVIS LODGES MARINA ASSOCIATION

WHEREAS, Lake Travis Lodges Marina Association was originally incorporated as a Texas Non-profit corporation on May 5, 1982; and

WHEREAS, the membership of the corporation on the ____ day of _____, 19__ duly adopted the "First Restated Articles of Incorporation" as a complete substitute for the original Articles of Incorporation and any amendments thereto;

NOW THEREFORE, the First Restated Articles of Incorporation are set forth below in lieu of and in a complete substitute for the original Articles of Incorporation and any amendments thereto and have been effected in conformity with the provisions of the Texas Non-Profit Corporation Act, including Article 1396-4.06. This instrument accurately copies the Articles of Incorporation and all amendments effective immediately prior to the adoption of these First Restated Articles of Incorporation, with the exception of Article II, Section 2 and Articles V, VI, and VII which are hereby changed.

ARTICLE I. NAME OF CORPORATION

The name of the corporation is LAKE TRAVIS LODGES MARINA ASSOCIATION. Its duration shall be perpetual, and it is a non-profit corporation.

ARTICLE II. PURPOSES

The purposes for which the corporation is organized are:

1. To engage without profit to its members in such activities as may promote the health, safety, welfare and common good of the owners and lessees of the marina buildings located on the premises known as Lake Travis Lodges Marina on Lake Travis, Austin, Travis County, Texas, and such additional property as may be brought within the jurisdiction of the corporation;
2. To exercise all the powers and privileges and to perform all the duties and obligations of the corporation as defined and set forth in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Travis Lodges Marina ("Declaration") which is recorded in the office of the County Clerk of Travis County, Texas, and in any amendments thereto as are from time to time adopted, including without limitation the establishment and enforcement of payment of charges or assessments pursuant to the terms of the Declaration;
3. To acquire by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, mortgage, lease as lessor or lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of corporation;
4. To do everything necessary, proper, advisable or convenient for the accomplishment or furtherance of such purposes; and
5. To pursue any and all other lawful purposes not inconsistent with the foregoing, for which a non-profit corporation may be organized under the laws of Texas.

ARTICLE III. MEMBERSHIP

The membership of the corporation shall consist of all Unit Owners, as that term is defined in the Declaration. There shall be no other qualification for membership except as set forth above. Membership shall terminate upon transfer of a Unit, as defined in the Declaration, by a Unit Owner.

ARTICLE IV. VOTING RIGHTS

Each member shall be entitled to one vote for each Unit held. If a member owns or represents more than one Unit, he shall have votes corresponding with each Unit which he owns or represents.

ARTICLE V. DIRECTOR LIABILITY

Pursuant to Article 1302-7.06, Texas Miscellaneous Corporation Laws Act, no member of the board of directors of the corporation shall be liable to the Association or the Unit Owners for monetary damages for an act or omission committed after September 1, 1988, in the director's capacity as a director, except for (1) a breach of the director's duty of loyalty to the Association and the Unit Owners, (2) an act or omission not in good faith or that involved intentional misconduct or a knowing violation of the law, (3) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (4) an act or omission for which the liability of the director is expressly provided for by statute.

ARTICLE VI. BOARD OF DIRECTORS

The number of directors of the corporation shall be fixed by the bylaws of the corporation, but shall not be less than three. The number of directors constituting the board of directors of the corporation at the time of adoption of these First Restated Articles of Incorporation is five, and the names and addresses of the persons on the board of directors at the time of adoption hereof are:

| <u>Name</u> | <u>Address</u> |
|-------------------|---|
| Galt Graydon | 100 Congress, Suite 1400, Austin, Texas 78701 |
| Zilmon Smith | 6811 Ranch Road 620 North #9, Austin, Texas 78732 |
| Tommy Steiner | 3812 Greystone, Austin, Texas 78731 |
| Nathan Dowd | 132 Casa Loma Circle, Georgetown, Texas 78628 |
| Charlie Patterson | 10510 Mourning Dove Drive, Austin, Texas 78750 |

ARTICLE VII. REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of the corporation is 1210 Mbank Tower, Austin, Texas 78701, and the name of its registered agent at such address is Larry Niemann.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 19____.

LAKE TRAVIS LODGES MARINA ASSOCIATION

BY _____
President

BY _____
Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

Before me the undersigned authority this day appeared _____ and _____ who, after being duly sworn, stated upon oath that the foregoing was true and correct to the best of such person's knowledge and belief.

Sworn to before me this the _____ day of _____, 19____.

Notary Public for the State of Texas
Printed name of notary _____
My commission expires _____

decby.2a

**AMENDMENT TO THE BYLAWS OF
LAKE TRAVIS LODGES MARINA ASSOCIATION**

Pursuant to the provisions of the Texas Business Organizations Code, and the Declaration of Covenants, Conditions, and Restrictions, for Lake Travis Lodges Marina filed in the Real Property Records of Travis County, Texas in Volume 10821, Page 333, and any amendments thereto, the Board of Directors adopts the following amendments to the Bylaws of the Lake Travis Lodges Marina Association.

Article 2.3 in the Declaration, entitled *Management of the Association*, provides that the Board of Directors shall adopt rules and regulations to govern the details of the administration, operation, maintenance, and use of the property governed by the Declaration. In addition, Section 10(m) of the Bylaws grants the authority to the Board of Directors to adopt necessary rules and regulations.

The Board of Directors has proposed the adoption of the following amendments to the Bylaws, which has been presented to, voted upon, and adopted as required and set forth in Section 26 of the Bylaws. The Board of Directors by its signature below states that at the duly noticed meeting of the Association on the 9th day of June, 2018, at least 30% of the units were represented either in person or by proxy, and of those present at least 75% approved the following amendments, and interpretations of the Bylaws:

AMENDMENT NO. 1

The definition of "Unit" located in Section 1, Paragraph (d), is amended by adding the following language to the definition stated in the Bylaws.

"The word "Unit" as defined in both the Bylaws and Declaration, which refers to leasehold interest, is interpreted to mean an interest in the personalty of the dock and boat slip, which is not a real property interest. A clarification was issued by the Travis County Tax Assessor Collector which established that the interest and use of a dock and boat slip is an item of personalty and not realty."

AMENDMENT NO. 2

The definition of "Unit Owner" located in Section 1, Paragraph (e), is amended by adding the following language to the definition stated in the Bylaws.

"The words "possessory ownership interest" when referring to the ownership of the dock interest itself sets forth that interest as a personal property interest and not a real property interest."

AMENDMENT NO. 3

Section 14, Loans is deleted as stated and the following paragraph will replace it and reads as follows:

"Section 14, Loans

The Board of Directors has the authority to contract for and obtain a loan in the name of the Association, provided that the loan obtained meets the following criteria:

- a) the loan is required to make improvements to the Common Area;*
- b) the improvements are required to bring the marina property in compliance with governmental or quasi-governmental laws, rules, or regulations; and*
- c) the lack of making these improvements could jeopardize the continued existence of the marina, or result in fines, penalties or restrictions on use of the marina.*

The authority of the Board of Directors is limited and may only be exercised once every three years, or if necessary to prevent the closure of the marina.

AMENDMENT NO. 4

A new Paragraph entitled, *Section 27, Clarification of Leasehold Interest* is added to the Bylaws and reads as follows:

"Section 27, Leasehold Interest

A. *Section 2.1 of the Declaration of Covenants, Conditions, and Restrictions for Lake Travis Lodges Marina, states that upon sale, a Unit Owner will, in part, convey" (2) the Unit Owner's leasehold interest in the Land."* Based upon a designation by the Travis County Tax Assessor Collector, the leasehold interest of the unit owner for the dock and boat slip is not an interest in realty, but rather a personalty interest. As such, the language cited above is interpreted to mean "(2) the Unit Owner's leasehold interest in the dock and boat slip."

B. *Section 2.7 of the Declaration of Covenants, Conditions, and Restrictions for Lake Travis Lodges Marina references that a lien on the Unit may be filed in the Travis County Property Records. Since the unit ownership, as noted above, is an interest in personalty, and not realty, the Association may take any action necessary to secure its lien on the personalty and to repossess the personal interest in the dock and boat slip, and take any action authorized at law to secure the Association's interest in such personal property.*

C. *Section 2.10 of the Declaration of Covenants, Conditions, and Restrictions for Lake Travis Lodges Marina sets forth a foreclosure procedure based upon the procedure for foreclosing a real property interest set forth in the State Bar of Texas Deed of Trust Form. Since unit does not include a real property interest, the Association has all rights provided by law to take any action to repossess the personal interest of any Unit Owner who has failed to comply with the requirements set forth in the Declaration of Covenants, Conditions, and Restrictions for Lake Travis Lodges Marina on behalf of the Association."*

The foregoing amendment has been approved in the manner required by the Texas Business Corporations Act, the Declaration of Covenants, Conditions, and Restrictions, and the Bylaws of the Lake Travis Lodges Marina.

Dated this 9th day of June, 2018.