

Initial Use Restrictions for Owners/Agents and Rental Guests

To ensure that your guest(s) and The Hollows homeowners live in harmony, the rental use restrictions below have been established. These rules are in accordance with the Hollows POA Declaration of CC&R's and Use Restrictions (Exhibit C).

Owner/Agents

1. **Prior to renting** the unit, Owner/Agents **must register** with the Hollows POA and the cities of Jonestown and Lago Vista.
2. Registration forms (both short and long term) must be **returned to the Hollows POA office at least 72 hours prior to dates of stay.**
3. All Owner/Agents must be current with POA, Condo and Club dues and Administrative charges.
4. Owner/Agents must provide rental guests a copy of all Hollows Rental Conditions, Use Restrictions or any other rules or ordinances applicable to the Hollows unit in a conspicuous location at the unit.
5. Advertising of the Owner/Agent unit (VRBO, Home Away or any other website, newspaper, flyers, bulletin boards, etc.) **Must not display the property address** of the rental unit for **security/safety** reasons. This will be checked periodically and violations will result in loss of rental privileges.
6. Owner/Agents must provide rental guests information on parking areas within the vicinity of the rental unit. Vehicles are subject to be towed at the owner/agent's expense if parked outside these areas.
7. Owner/Agents will ensure proper notification to the rental guests if the grinder pumps are scheduled for maintenance and what to do should the pumps go off during guest stay.
8. **Owner/Agent or contract help** is responsible for **assuring that all trash and debris is removed from the exterior of the unit and placed in trash bins on the day of check-out.**
9. Owner/Agent is responsible for assuring the timely cleaning of the rental property.
10. **Owner/Agent is responsible for taking trash and recycling bins out and back** according to POA Use Restrictions and City Ordinances. This service can be provided through a local third party, please contact POA office for details.

Rental Guests

1. All Rental Guests staying at the unit **must provide Owner/Agent with names of all Guests staying** within the rental unit, including children.
2. **All Rental Guest vehicles must be registered with the Owner/Agent (vehicle owners names and license plate #'s), and visibly display the "Rental Unit Vehicle Registration" (Exhibit B) forms on the front dashboard of the vehicle.**
3. **Noise restrictions** before 9 AM or after 10 PM: Noises that can be heard from the adjacent unit are prohibited.
4. **Outside music** that can be heard from the adjacent unit is prohibited before 1 PM or after 10 PM..
5. **No outside activities** after 10 PM. "Your party time may be your neighbor's bedtime!"

Parking

1. Parking of vehicles shall only be in **clearly identified parking spaces.** Violation of this policy will result in the towing of the vehicle at the owner's expense.
2. All additional vehicles must park in **overflow** on each street.
3. Each rental unit vehicle must be registered with the Hollows POA and provided a **"Rental Unit Vehicle Registration" (Exhibit B) to be placed on the front dashboard for the duration of the stay.**
4. Parking in **disabled or handicap** space without the appropriate placard is **strictly prohibited.**
5. There is **no parking at any time on any mulch or grassy area.**
6. There is **no parking at any time outside the fire lanes.**
7. **Boats/trailers cannot** be parked in driveways or streets. Boats/trailers must be moved and stored at a boat trailer storage area by 9 AM.

Outdoor Activities

1. **Golf carts** must be ridden **on trails only** (note – golf carts may be ridden on the streets in the gated Northshore sections in order to reach a trail). **ATV's and Dirt Bikes** must be licensed and **should only be ridden on the streets**, as speeds on both ATV's and Dirt Bikes are a danger to pedestrians walking on the trails. No off road riding is permitted. Violators will be charged for trespassing. **Bicycles** may be ridden on any street and/or trail. Pedestrians have the right-of-way on all trails.
2. The person operating/driving the golf cart should be minimum age 21.
3. The **use of fire pits** is **STRICTLY PROHIBITED.**
4. No flame producing items are allowed on the balconies of the **Hollows Condominiums** (bbq grills, propane heaters, fire pits, chimineas, etc.)
5. Rental guests are responsible for picking up their pet's waste anywhere on The Hollows Promises, including but not limited to: dedicated pet areas, trails, walkways, and roadways.

Club Use

1. Club hours are **5 AM to 10 PM daily.**
2. **Lower pool spa is heated Friday-Sunday during the fall and winter weekends** and for special hours for fall and winter holidays. Please note that the lower pool spa is currently not available due to COVID-19 regulations.
3. **No outside alcohol** is allowed on any part of the Beach Club property, this includes the pool/restaurant/workout room gated area, parking lot and playground/multi-use court/horseshoe pit and amphitheater areas.

***First Amendment and Supplemental Declaration of CC&R's Short Term Rental Restrictions (2/21/05), Marina Villas (condo units) Phase 2 Northshore Lots 9A and 11A and Phase 2 Block C Northshore Lots 1-14, Lots 1-18 (Casitas) are only allowed Long Term Rentals (30 or More Days). No Short Term Rentals (Less than 30 Days) on these Hollows Lots in the Northshore section.**

CONDITIONS FOR RENTAL OF RESIDENTIAL UNITS THE HOLLOWES POA

In order to ensure compliance with the Use Restrictions of the Declaration by persons renting a residential unit at the Hollowes, and to ensure that such rentals do not negatively affect the enjoyment of the Community by Owners and their guests, the Association hereby adopts the following conditions to be placed on the rental of any residential unit, including homes, casitas, cottages and condominiums (each a "Unit") in the Hollowes:

1. Definitions. Except as otherwise defined herein, all capitalized terms shall have the same meaning as contained in the Declaration.

- a. **Short Term Rental:** continuous rental of a Unit for Less than 30 to the same person or persons. There is a minimum of two (2) consecutive nights for rentals. The following properties may not be rented Short term: The Marina Villas Condos and all Casitas within the Northshore Phase 1. See footnote at end of document*
- b. **Long Term Rental:** continuous rental of a Unit for 30 or more days to the same person or persons.
- c. **Declaration:** The Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Hollowes, as amended from time to time.
- d. **Use Restrictions:** The Initial Use Restrictions contained in the Declaration at Exhibit C, as amended from time to time.

2. Notice. Any Owner/Agent that intends to make their Unit available for short term or long term rentals must **notify** the association prior to accepting any rentals. The notice must include the Owner/Agent's name, address and contact information, as well as the Owner/Agent's address of his/her Unit at the Hollowes.

Note: in accordance with the provisions of the Declaration, any Owner/Agent intending to lease their Unit on a long term basis must provide the Association with information about the tenant. See Section 3.1(b) of the Declaration for additional requirements regarding long term rentals.

3. Maximum Occupancy. An Owner shall ensure that any short term or long term rental does not exceed the maximum occupancy for the Owner's Unit. Maximum occupancies are as follows: 2 bedrooms = 6 persons; 3 bedrooms = 8 persons; 4 bedrooms = 10 persons. Children, excluding infants under 2 years old, are counted towards the maximum occupancy.

4. Minimum Age to Rent. Any person renting a Unit at the Hollowes must be at least 21 years of age.

5. Terms of Rental. Any rental agreement between an Owner and a renter must specify that (a) the Unit is subject to the Use Restrictions of the Declaration, and (b) use of the Hollowes Club facilities is subject to compliance with the Club's Rules and Regulations, which includes delivering a signed copy of a Release and Indemnification Agreement to the Association. An Owner shall make available in the Unit a copy of the Use Restrictions in a prominent location.

6. Compliance with Laws and Regulations. Any Owner offering their Unit for short term or long term rental **must comply** with all applicable laws and regulations governing rentals, including without limitation, the collection and/or payment of any applicable federal, state, regional or local taxes (City of Jonestown or City of Lago Vista), registrations or fees. All Agents/Owners that rent out a unit less than 30 days must charge, collect and pay the "Hotel Occupancy Tax" of 13% to the appropriate agency. The tax collected must be reported and paid quarterly to the State at a rate of 6% and City of Jonestown and Lago Vista at a rate of 7% (City of Jonestown TBD and Lago Vista \$50 one time short term registration fee). Failure to charge, collect and pay these taxes and fees can result in penalties, fines and the loss of rental privileges in the Hollowes.

Failure to comply with these conditions will be considered a violation of the Use Restrictions of the Declaration, and subject to the enforcement provisions of the Declaration.