



THE HOLLOWS

The Hollows Property Owners Association, Inc.

Beach Club Facilities

(Restaurant & Bar, Pool Area, Pool Parking Lot, Exercise Room, Kayak Storage Barge, Boat Ramp Area, Multi-Use Court, Children's Play Area, Picnic/Lawn Area, All Trails Throughout the Hollows, Hilltop Smokehouse and All Designated Parks)

Use This Registration Form for Short Term Rentals (Less than 30 days)

Unit Owner Name: _____

Rental Address: _____

Date(s) of Stay: _____ Number of Nights: _____

List All Guests First & Last Names: Include Ages for children under 18:

Please comply with max occupancy of rental unit: City Ordinance states 2 bedrooms = 6 persons; 3 bedrooms = 8 persons; 4 bedrooms = 10 persons. (infants under 2 years old do not count)

<u>Name</u>	<u>Age</u>	<u>Name</u>	<u>Age</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

Cell Phone Number(s) for Main Guest(s): _____

Vehicle Make & Model(s): _____

Vehicle License Plate Number(s): _____

I acknowledge that I have provided a copy of the revised The Hollows POA *Conditions for Rental of Residential Units (adopted 1/30/2014) and Initial Use Restrictions for Owners/Agents and Rental Guests to the above listed renters of my unit (the "Renters"). I as the Owner/Agent have provided the Renters a copy of the Release and Indemnification Agreement(s) that they must sign. I have informed the "Renter(s)" that they must provide this signed form at the POA Office and/or Beach Club Pool Area prior to use. The Hollows Amenity Facilities noted above are being licensed by the Hollows POA. I understand that I will be charged a daily flat rental administrative fee per unit of \$25/night with a maximum of 5 nights towards the Hollows POA. I also acknowledge that I am solely responsible for the actions and behavior of the Renters and their guests, including, without limitation, any damage to any of The Hollows POA/Beach Club Facilities or the equipment caused by or resulting from the use of The Hollows Beach Club Facilities by the Renters.

Owner/Agent Signature

Date

Renters: Please return this form to the Agent/or owner with whom you are contracting this rental.

Agent/or Owners: Please return this completed, signed, and dated form to: thehollowstx@ccmnet.com

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 Hollows, 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 Hollows:

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 Hollows, 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 Hollows.

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 Hollows 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 Hollows 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 Hollows.

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.

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.**



THE HOLLOWES

The Hollows Property Owners Association, Inc. (“the Association”) Beach Club Facilities

WAIVER AND INDEMNIFICATION AGREEMENT ADULT NON-OWNERS OCCUPANTS/RENTERS or ADULT OWNER GUESTS

The undersigned renter(s) (hereinafter referred to as “Renter”) wishes to utilize the Hollows Amenities located within the Hollows Property (Facilities are defined as the Pool Area, Pool Parking Lot, Exercise Room, Restaurant, Volleyball/Horseshoe Area, Children’s Play Area, Picnic/Lawn Area, All Trails Throughout The Hollows, Kayak Storage Barge, Hilltop Smokehouse, Boat Launch Facilities, and All Designated Parks) and understands that before the undersigned is to be granted access to the Facilities of the Beach Club, this form is to be completed in its entirety. The undersigned also is the parent, legal guardian or temporary guardian of the following children who are under the age of 18 (collectively referred to as the “Children”) who may also wish to use the Beach Club Facilities. The undersigned agrees that this Release and Indemnification is effective as to all children to whom the undersigned is the legal or temporary guardian or parent regardless of whether their names are set forth below, and shall be included in the term “Children” as used herein

In consideration of the Children and Renter being allowed to use the Beach Club Facilities, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Renter hereby agrees as follows:

Renter understands and acknowledges that there are inherent risks, both known and unknown, when using the Facilities of the Beach Club. Some of the risks that may occur at the Beach Club Facilities include, but are not limited to, broken or sprained limbs, torn ligaments, overexertion, and heat exhaustion, concussion, along with other more serious injuries, including hospitalization, drowning and death.

Renter agrees to inspect the area to ensure that Renter is aware of the condition of the area. Renter agrees to assume all risks that may exist relating to the condition and operation of the Beach Club Facilities. Renter agrees that it is Renter’s responsibility to enjoy the Facilities in a safe manner and that Renter is responsible for Renter’s safety as well as the safety of the Children.

RENTER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, “DAMAGE”), SUSTAINED BY RENTER OR ANY OTHER PARTY (INCLUDING THE CHILDREN) ARISING OUT OF OR RELATING TO RENTER’S (OR RENTER’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE FACILITIES. RENTER ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION’S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE “INDEMNIFIED PARTIES”). RENTER ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RENTER ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RENTER FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RENTER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITIES.

Indemnification: RENTER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FOR, FROM, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RENTER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RENTER) LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEYS’ FEES (COLLECTIVELY, “CLAIMS”) IN EACH CASE WHICH ARISE OUT OF OR RELATE TO THE PRESENCE IN OR USE OF THE FACILITIES BY RENTER OR ANY GUESTS, INVITEES, OR LICENSEES OF RENTER. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

This release and indemnification shall be effective for so long as the Children and/or I/we are entitled to use the fHollows Amenities.

Each Adult individual Occupant/Renter/Guest must sign this Release and Indemnification Agreement.

DATED this _____ day of _____, _____

Adults 18 and older Print Names:

Signatures:

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Children under the age of 18 : (Print Names and Ages)

THE ABOVE SIGNED GUARDIAN(S) ("*GUARDIAN*") IS A PARENT OR LEGAL GUARDIAN OF THE CHILDREN. AS A CONDITION OF THE CHILDREN'S USE OF THE FACILITIES, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE CHILDREN AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO THE CHILDREN'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE FACILITIES (THE "*GUARDIAN INDEMNIFIED CLAIMS*"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

	<u>Name</u>	<u>Age</u>		<u>Name</u>	<u>Age</u>
1.	_____	_____	5.	_____	_____
2.	_____	_____	6.	_____	_____
3.	_____	_____	7.	_____	_____
4.	_____	_____	8.	_____	_____

Hollows Rental Property Address: _____

Date(s) of Stay: _____

Owner/Agent Name: _____

RENTERS: Please return this form to the Agent/or Owner

Agents/or Owners: Please send completed, signed, and dated form to: thehollowstx@ccmcnet.com