

Property Owners' Association of Hilltop Lakes, Inc.

Hilltop Lakes Golf Course Trail Fee Procedures

Revised and Restated

(Correction to remove Golf Cart Rental & Release form)

DEFINITIONS:

Effective Date: Date of signed Cart Trail Fee Agreement and Liability Waiver and payment of Cart Trail Fee

Private Cart Trail Fee Agreement and Liability Waiver: Document requiring Trail Fee Sticker purchaser to read and sign prior to Trail Fee Sticker issuance. The purpose of the agreement is to establish property owner responsibility for proper cart operation.

Privately Owned Cart: Golf cart owned by a property owner in good standing, as defined in the Bylaws of the Property Owner' Association of Hilltop Lakes, Inc. ("HTL").

Trail Fee: Annual charge that permits owners in good standing to bring private carts onto the Hilltop Lakes Golf Course.

Cart Trail Sticker: Numbered decal assigned to each cart upon signing of waiver agreement and payment of annual fee, required to be attached to the cart for cart to be operated on the golf course.

Term and Annual Fee:

Term: The Cart Trail Sticker is valid beginning on the Effective Date and ending on December 31st of the same year. The fee is an annual fee and must be renewed January 1st each year for operation of private golf cart on the golf course to be permitted.

Annual Trail Fee: The Annual Trail Fee is defined in the Private Cart Trail Fee Agreement and Liability Waiver document. The trail fee is subject to increase in subsequent years. HTL will post notice of increase at the Pro Shop and at least 30 days prior to effective date of the increase. The Fee is non-refundable. In the case of cart ownership change, the sticker must be returned to the Pro Shop. A new sticker will be issued for any replacement cart purchased by the Property Owner.

Rules and Conditions:

According to our Bylaws, Article III, Section 3.2, a Member must be current in the payment of all maintenance charges and dues or assessments to validate the Membership and entitle the Member to all rights and privileges of same.

Cart Trail Sticker Installation: Pro shop personnel will install all stickers. Stickers will not be handed out. Current year stickers should not be removed by property owners.

Failure to Obtain a Current Trail Sticker: Private golf carts without a current trail fee will not be allowed access on the golf course. Failure to register your private golf cart at the Pro Shop may result in

suspension of the cart by the Pro Shop Manager for a period of sixty (60) days for a single violation, or indefinitely in the case of continuing violation, of the Declaration, these Bylaws, or rules and regulations promulgated from the Board.

Types of Privately Owned Carts Permitted: Privately owned golf carts must meet the following standards to obtain a Cart Trail Sticker:

- Can be electric or gas powered
- Must be 2-passenger or 4-passenger with bag well
- Tires must be turf-safe (off-road tires are not allowed)

Golf Cart Maintenance: Maintenance of the private golf cart is the responsibility of the Member. To maintain a beautiful, attractive, and pleasing environment for our Members, HTL reserves the right to strictly enforce the highest level of maintenance and appearance of private golf carts. HTL Pro Shop retains the right to refuse the use of any cart not meeting maintenance or appearance expectations on the golf course.

This Policy is effective upon recordation in the Public Records of Leon County, and supersedes any policy on Golf Course Trail Fee Procedures which may have previously been in effect, except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of Jan, 2022.

Annette Craig

Annette Craig
President
Property Owners Association of Hilltop Lakes, Inc.

STATE OF TEXAS)
)
COUNTY OF LEON)

Before me, the undersigned authority, on this day personally appeared Annette Craig, President of Property Owners Association of Hilltop Lakes, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of January, 2022.

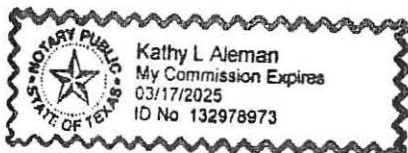
Kathy L. Aleman

Notary Public, State of Texas

Kathy L. Aleman

Printed Name

My Commission expires: 3-17-2025





70 2022 00448624

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2022- 00448624

Recorded On: February 08, 2022

As
Recordings

Parties: PROPERTY OWNERS ASSOCIATION OF HILLTOP LAKE

To
TO THE PUBLIC

Billable Pages: 2

Recorded By: POA OF HILLTOP LAKES

Num Of Pages: 3

Comment: CORRECTION TO POLICY

**** Examined and Charged as Follows: ****

Recordings 20.00

Recording Charge: 20.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Record and Return To:

Document Number: 2022- 00448624

POA OF HILLTOP LAKES

Receipt Number: 169953

HAND DELIVER 2-8-22

Recorded Date/Time: February 08, 2022 12:29:21P

CENTERVILLE TX 75833

Book-Vol/Pg: Bk-OR VI-1868 Pg-35

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833



70 2022 00448141

Instrument Number: 2022- 00448141

As

Recordings

Recorded On: January 12, 2022

Parties: PROPERTY OWNERS ASSOCIATION OF HILLTOP LAKE

To

TO THE PUBLIC

Billable Pages: 3

Recorded By: POA OF HILLTOP LAKES

Num Of Pages: 4

Comment: POLICY

**** Examined and Charged as Follows: ****

Recordings 24.00

Recording Charge: 24.00

RE-RECORDED w/o golfcart rental + release form

MF

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

File Information:

Record and Return To:

Document Number: 2022- 00448141

POA OF HILLTOP LAKES

Receipt Number: 169564

HAND DELIVER 1-12-22

Recorded Date/Time: January 12, 2022 11:43:52A

CENTERVILLE TX 75833

Book-Vol/Pg: Bk-OR VI-1864 Pg-396

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Annette Craig

Annette Craig
President

Property Owners Association of Hilltop Lakes, Inc.

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COUNTY OF LEON)

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Given under my hand and seal of office this 11th day of January, 2022.

Kathy L. Aleman

Notary Public, State of Texas

Kathy L. Aleman

Printed Name

My Commission expires: 3-17-2025



PROPERTY OWNERS' ASSOCIATION OF HILLTOP LAKES, INC.
GOLF CART RENTAL AND RELEASE

In exchange for the privilege to rent this golf cart, the signer below accepts responsibility for his/her own negligence. Cart must be operated in a safe manner. Renter must adhere to all rules set forth by POA of Hilltop Lakes, Inc. ("POA"). Cart renter is liable for all medical and legal claims that may arise from rental of the golf cart. Renter voluntarily agrees to accept the risks of using a golf cart and on behalf of self, personal representatives and heirs hereby voluntarily releases the POA, and its owners, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of use of the golf cart.

Renter must be at least 18 years of age and **PROVIDE PROOF OF HAVING A VALID DRIVER'S LICENSE** to rent a golf cart. Under no conditions is renter allowed to let another driver drive this vehicle, unless cleared by the staff upon signing of this waiver. It is strictly forbidden that anyone under 16 years of age or any individual without a valid driver's license operate this vehicle. At no time may an unlicensed minor have a hand or hands on the steering wheel when the vehicle is moving.

Cart must remain on Hilltop Lakes Golf Course at all times and must be on cart paths or designated areas at all times. Do not take cart on roadways (except where required to travel from one green to the next tee), nature trails, residents' yards, to personal homes, or within 30 yards of greens.

Maximum of 2 adults on cart. All passengers must be seated. **NO CHILDREN ALLOWED IN DRIVER'S LAP.**

Cart must be parked & key returned to club house by sundown.

Anyone observed abusing golf course rules or golf cart rental rules will forfeit all rental privileges immediately. This includes, but is not limited to reckless driving, speeding, taking cart away from course, or allowing underage guests to operate the cart.

Renter agrees to pay for any damage to the cart & authorizes the POA to charge credit card used for rental for same. Renter further agree to pay for any costs the POA incurs to collect for damages caused by the renter or any other driver of the cart.

If the management of the course determines, in its sole discretion, that renter has misused the golf cart in any way, it may require an immediate return without a refund. THERE ARE NO WARNINGS REQUIRED.

MEMBER STATEMENT: I AM AWARE AND UNDERSTAND THAT THE OPERATION OF GOLF CARTS AND THE GAME OF GOLF (THE "ACTIVITIES") ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF HTL, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF HTL. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF HTL OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST HTL, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF HTL OR ANY RELEASEES OR OTHERWISE, I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST HTL OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE HTL AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HTL AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY/AWARDED AGAINST HTL OR ANY OTHER RELEASEES IN A FINAL NON-APPEALABLE JUDGMENT, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO THE ACTIVITIES, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF HTL.

If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Renter acknowledges receipt of equipment below which is found by renter to be in working condition w/ noted exceptions.

Signature below acknowledges having read, understood and voluntarily agreed to the terms above.

[illegible]

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833



70 2022 00448141

Instrument Number: 2022- 00448141

As

Recorded On: January 12, 2022

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