

PROPERTY OWNERS ASSOCIATION OF HILLTOP LAKES

USE OF FACILITIES POLICY

All meeting/event rooms and recreational facilities are owned by the Property Owners Association of Hilltop Lakes and are primarily for the use of property owners and their guests. A property owner's maintenance account must be current to use any facility or equipment of the association. All facilities are used at the risk and responsibility of the user, and the user shall hold the association harmless from damage or claims by virtue of such use.

Meeting rooms, recreational facilities, or specific portions of facilities must be reserved and scheduled. All facility bookings, whether special events (e.g., Wedding, Awards Ceremony, Holiday Party, etc.) or play groups (e.g., Bunco, Bridge, 42, etc.), are to be reserved by contacting the POA's Activities Coordinator and are not considered confirmed until all appropriate contractual paperwork and/or applicable fees have been submitted to the coordinator. A deposit and cleaning fee if applicable will be required at the time of booking to reserve any facilities. All facility rental fees must be paid in full thirty (30) days prior to the event date.

All reservations and rentals are processed on a first-come, first serve basis with deposit on hold. Facilities are not booked more than a maximum of one (1) year in advance. Renter must be 21 years of age or older and remain on the premises for duration of the rental or until all attendees have vacated rented facility. Fee structures are based on an hourly rate with minimum hours requirements or full days at a daily rate. Setup and teardown hours are included in the contract time specification. Rental hours are from 8 am – 12 Midnight at which time all guests must be vacated from the facilities. Failure to meet the time agreement will result in additional fees of a minimum of \$100/hour. Reservations for events commencing before 8 am or extending beyond midnight will be addressed in the contract with special circumstances and pricing. Events with alcohol served or available, including BYOB, must not extend beyond 2 am in compliance with Texas Alcoholic Beverage Code Sec. 105.06.

Various rooms and facilities will be provided for individual use and enjoyment. They may be used only for their designated purposes. Equipment will be used only for its intended purpose and in accordance with the manufacturer's instructions. Property owners using the rooms will not exceed the room capacity posted.

Any non-chargeable events may only use and/or reserve one facility at a time. Any non-chargeable events may be "bumped" at the discretion of the Association should the Association need to utilize the facility for any reason.

Access must be prohibited to the bar and/or BYOB alcoholic beverages when the activity is primarily for young people under legal drinking age.

Reservations for events for minors must be chaperoned by an adult (21 or older) in attendance for the entirety of the event at a ratio of at least one adult for every fifteen minors.

T.A.B.C rules govern alcohol sales in private clubs and must be strictly enforced. All alcoholic beverages in the Arrowhead Lodge facility or any connected meeting/events room must be purchased from the private club. Club membership is required, temporary memberships are available at the club.

Catering for events within Arrowhead Lodge is exclusive to the restaurant in the lodge.

Outside catering, potluck and BYOB are subject to the terms of the rental agreement. Alcohol is not permitted at the swimming pool.

Set-ups and special equipment will be outlined in the Facility Rental Agreement.

All events must be within the guidelines of room capacity for guests posted.

Facility renter will be responsible for the actions of their guests to include policy violations and damages.

Boisterous, rough, or dangerous activities or behavior, or behavior that interferes with the permitted use of facilities by others is prohibited. Noise levels must be kept at a reasonable level. Groups who are disruptive or noisy will be asked to leave. Groups or individuals not in compliance with any or all regulations will be required to leave the premises.

All Hilltop Lakes facilities are designated as NO SMOKING facilities. Any Renter found in violation of this will be charged \$350 plus the cost of damages which our facilities may incur from smoking (including but not limited to replacement of any furnishings that smell of smoke). Pets are not permitted in any Hilltop Lakes facilities. Any Renter found in violation of this will be charged an additional cleaning fee and assessment of fees for any additional damages.

The use of any peel/stick adhesive hooks, tape of any kind, putty, etc. is STRICTLY prohibited. Pins, tacks, nails, or other puncturing devices are STRICTLY prohibited. NO DECORATIONS ARE TO BE AFFIXED OR ADHERED TO THE WALLS OF RENTED FACILITY BY RENTER. Open flames are strictly prohibited in our facilities. Enclosed votives, tea lights, floating candles are acceptable if desired. Pillar or taper flame must be enclosed by hurricane glass or other appropriate enclosures. Glitter, confetti, rice, or any substance which causes litter or debris inside the facility or on the grounds is prohibited. Any Renter found in violation of this will forfeit the return of their \$100 cleaning deposit plus the cost of any damages incurred by the Hilltop Lakes Property Owners Association, Inc., because of this violation. The Property Owners Association will not assume any responsibility for damage or loss of any articles left in any of our facilities prior to, during or following the event.

SECURITY:

The Property Owners Association maintains the option to require Renter to provide contracted security during their event. Any event serving alcohol to guests, or those allowing guests to B.Y.O.B., is REQUIRED to have a Certified Texas Peace Officer present during the event if the guest count exceeds 30. One Officer per 75 guests is required for large groups. Any violation will forfeit the return of their fees and deposit plus the cost of any damages to the property incurred by the Hilltop Lakes Property Owners Association, Inc. Violators will be required to leave the premises immediately.

CANCELLATION:

The Property Owners Association of Hilltop Lakes, Inc. retains the right to cancel the rental contract, at any given time, if the Renter chooses to violate policies contained within the contract or applicable policies and if facilities become unavailable due to events beyond our control. If circumstances arise which cause us to cancel, you will be given the option of rescheduling or choose to receive a 100% refund on advance payments. Should the cancellation be due to contract violations all fees and deposits

would be forfeited and Renter will incur a \$50.00 cancellation fee. All other cancellations must be made in writing 30 days prior to the event date to receive a full refund on deposits made to the Association. Any cancellations made after the deadline will result in all deposits being forfeited.

CLEAN-UP:

To insure refund of cleaning deposit, all food and beverage debris, decoration supplies, and all other trash must be picked up and placed in the provided trash receptacles. Properly clean all cooking and kitchen equipment if applicable. The facility including the grounds must be left in orderly condition. Tables and chairs may be left in their set-up arrangement. Use of facilities for use other than intended, excessive messes, or damage may result in additional cleaning or repair fees.

This Policy is effective upon recordation in the Public Records of Leon County, and supersedes any policy on Use of Facilities Policy 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 13th day of April 2023.



Bill Johnson

President

Property Owners' Association of Hilltop Lakes, Inc.

STATE OF TEXAS }

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COUNTY OF LEON }

Before me, the undersigned authority, on this day personally appeared Bill Johnson, President of Property Owners' Association of Hilltop Lakes, 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.

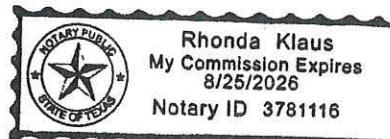
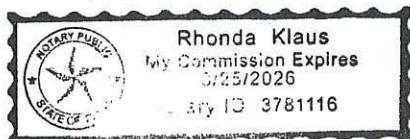
Given under my hand and seal of this office this 9th day of May, 2023.



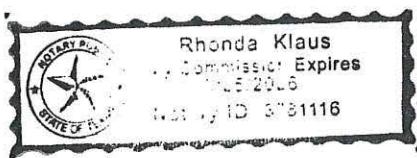
Notary Public, State of Texas

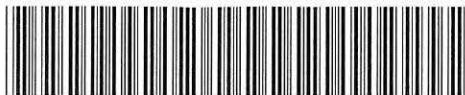


Printed Name



My Commission expires: 8/25/2026





70 2023 00459288

Leon County
Christie Wakefield
Leon County Clerk
Centerville, Texas 75833

Instrument Number: 2023-00459288

Recorded On: May 10, 2023 As Recordings

Parties: PROPERTY OWNERS ASSOC OF HILLTOP LAKES INC

To
TO THE PUBLIC

Billable Pages: 3

Recorded By: POA OF HILLTOP LAKES

Num Of Pages: 4

Comment: NOTICE

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

Recordings 24.00

Recording Charge: 24.00

** 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:

Document Number: 2023-00459288

Receipt Number: 177912

Recorded Date/Time: May 10, 2023 08:21:39A

Book-Vol/Pg: Bk-OR VI-1941 Pg-31

Record and Return To:

POA OF HILLTOP LAKES

HAND DELIVER 5-10-23

CENTERVILLE TX 75833