Property Owners Association of Hilltop Lakes, Inc.
ANTI-LOITERING POLICY

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF LEON §

WHEREAS, the Property Owners Association of Hilltop Lakes, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the Hilltop Lakes subdivision ("Subdivision") (referred to collectively as "Declarations"); and

WHEREAS, the Association is also charged with administering and enforcing those other dedicatory instruments governing the Subdivision, including, but not limited to, the Amended and Restated Bylaws of Property Owners Association of Hilltop Lakes, Inc. ("Bylaws"); and

WHEREAS, the Association is authorized to take those actions necessary to provide, control, maintain and operate the Common Areas of the Subdivision pursuant to grants of power found in the Declarations, Bylaws (Articles II and VIII specifically) and the Texas Business Organizations Code, inter alia; and

WHEREAS, the Board of Directors of the Association ("Board") has learned that various groups of minor persons have been congregating in the Common Areas of the Subdivision for improper and/or unlawful purposes, said persons causing mischief and property damage upon the collective lands owned by the Association and, by extension, all Owners as members of the Association; and

WHEREAS, the Board has determined that in order to perform its duties as charged to provide, maintain and protect the Common Areas, that an Anti-Loitering Policy would best serve the interests of the Association in that regard to reduce and/or eliminate the incidence of minor persons congregating in the Common Areas for improper or unlawful purposes.

NOW, THEREFORE, the Board has duly adopted the following Anti-Loitering Policy ("Policy") for the reasons set forth herein:

1. "Common Area" or "Common Areas," as defined in the dedicatory instruments, shall mean all real and personal property now or hereafter utilized by the Association for the common use or enjoyment of the Owners, whether now owned by the Association or held by easement by the Association or owned and held by an entity owned or controlled by the Association, for the benefit and common use and enjoyment of the Owners, including, by way of example and not limitation, recreational facilities, private park areas, lakes, golf courses, country clubs, clubhouses, esplanades, medians, green belt areas, landscape easements or reserves, parkways, private streets, or similar areas for the common benefit, use or enjoyment of the Owners.

2. "Owner" shall mean and refer to any person, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a lot or portion thereof, including purchasers under a contract for sale, a contract for deed, a promissory note or any similar instrument transferring beneficial ownership to another, but excluding those having an interest merely as security for the performance of an obligation.

3. "Improper or Unlawful Purpose" shall include, but not be limited by, the following actions and conduct: graffiti, vandalism, fighting, loud, abusive or profane language, consumption of alcohol (except where permitted by law and the Declarations, Bylaws or other rules and regulations of the Association), unsafe or hazardous operation of a motor vehicle, littering, hunting, trapping or use of firearms, and any other actions that threaten the safety and enjoyment of the Common Areas by other Owners, their family members, tenants, or guests. The Board, at its sole discretion, has the authority to determine what actions or conduct constitute an improper or unlawful purpose.

4. Only Owners and their family members, tenants and guests, or guests of Management, are permitted to use the Common Areas. The Association reserves the right to remove any unauthorized persons from the Common Areas using all lawful means including coordination with law enforcement agencies and/or private patrol contractors to forcibly remove any trespassers. The Association is not responsible for damage or loss of any personal property left or abandoned in the Common Areas. Use of all Common Areas by any Owner, their family members, tenants or guests, or guests of Management, is at their own risk and the Association assumes no liability for same except where required by law.

5. Between the hours of 8:00 p.m. and 6:00 a.m. for the months of September through May and 9:00 p.m. and 6:00 a.m. for June, July, and August ("Restricted Hours"), no person under the age of 18 years old may congregate in the Common Areas unless accompanied by an adult Owner, family member, tenant, or guest of Management, or unless the Association has sanctioned an event (e.g. sporting competition) where the minor person is an authorized participant. The Board reserves the right to modify the Restricted Hours based on its sole determination that the modification is calculated to reduce the occurrence of improper or unlawful conduct in the Common Areas.

6. Violation of this Policy by an Owner, the Owner's family member, tenant or guest, will result in an immediate up to sixty (60) day suspension of the Owner's privileges to use all Common Area amenities including but not limited to: recreational facilities, lakes, golf course, sports courts, swimming pools, clubhouses, and private park areas. Each subsequent violation of the Policy will result in a separate 60-day suspension of the Owner's Common Area privileges. Multiple suspensions incurred by the same Owner will run consecutively and not concurrently. Owners cannot transfer their Common Area privileges to another person or entity during the suspension and the suspension applies to usage of the Common Areas by the Owner's family members, tenants and guests. Guests of Management who violate this Policy shall have all Common Area usage privileges revoked immediately.

7. Any damage caused to the Common Areas by an Owner or the Owner's family members, tenants and guests, will be charged back to the Owner and be subject to all remedies for collection as allowed by law. Damage caused by a guest of Management will be charged to

that guest accordingly. Written notice of any damages chargeback will be sent by certified mail to the Owner pursuant to Chapter 209 of the Texas Property Code. Any criminal conduct will also be prosecuted to the fullest extent of the law in addition to monetary damages assessed to the violator(s).

This Policy is effective upon recordation of same in the Real Property Records of Leon County, Texas, and supersedes any previous policy, rule or regulation governing loitering in the Common Areas of the Subdivision.

Approved and adopted by the Board on the 14th day of October, 2014.

Jack Stork, President
Property Owners Association of
Hilltop Lakes, Inc.

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF LEON §

Before me, the undersigned authority, on this day personally appeared Jack Stork, President of Property Owners Association of Hilltop Lakes, Inc., a Texas non-profit corporation, known to me to be the person and office whose name is subscribed to the forgoing instrument and acknowledged to me that he has executed 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 14th day of October, 2014.

MARGARET GARLICK
Notary Public, State of Texas
My Commission Expires
November 05, 2017

Margaret Garlick
Notary Public, State of Texas

My commission expires: 11-5-2017