

**SECOND AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GRAYHAWK**

This Second Amendment is made on the date hereinafter set forth by Eldorado Ranch, Ltd., a Texas limited partnership, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Eldorado Ranch, Ltd. is the Declarant named in the Declaration of Covenants, Conditions and Restrictions for Grayhawk recorded in the Office of the County Clerk of Denton County, State of Texas, and recorded under Document No. 2002-R0008616, in the Deed Records of Denton County, Texas (the "Declaration"); and

**WHEREAS**, pursuant to Article XI, Section 3. of the Declaration, Declarant is entitled to amend the Declaration; and

**WHEREAS**, a First Amendment of Declaration of Covenants, Conditions and Restrictions for Grayhawk has been prepared and submitted for approval to the City and is intended to be filed of record;

**WHEREAS**, Declarant desires to modify the Declaration further in connection with the fencing requirements at Eldorado Parkway, Teel Road, Panther Creek Parkway and FM 423 stated in Section 30.2 of the Declaration.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the above-stated recitals, Declarant hereby supplements and amends the Declaration as follows:

1. Article IX, Section 30.2 is hereby amended to provide a revised Exhibit "B" as follows:

Exhibit "B" ("Fencing Specifications") attached to the Declaration is hereby deleted and replaced with the Exhibit "B" attached to this Second Amendment and incorporated herein by reference. The term "Fencing Specifications" wherever used in the Declaration shall mean the contents of Exhibit "B" attached to this Second Amendment for all purposes.

2. Article IX, Section 30.2 is hereby further supplemented and amended with the following additional provision regarding fence height:

Notwithstanding anything contained in Section 30.2 of the Declaration to the contrary, although the Fencing Specifications specify that the fence is to be six foot (6') in height board on board cedar fence, Declarant hereby amends the fence height requirement with respect to the fencing to be constructed at the "main entry" to the Property at Grayhawk Boulevard and FM 2934 to permit Declarant to install a fence up to eight feet in height at this main entry at Declarant's discretion. Declarant intends at this main entry that the fence will primarily be eight feet (8') in height but step down to six feet (6') in height at the point where the fence reconnects with the six foot (6') fence specified in Exhibit "B". Accordingly, all Owners of the following Lots are hereby required to maintain the wood fence constructed by Declarant adjacent to those Lots at all times at the same height as built by Declarant: Lot 1, Block A and Lot 1, Block L of Phase I; Lots 16, 17 and 18 Block E of Phase II; and Lots 16, 17 and 18, Block L of Phase III together with any other Owners or other parties charged with maintaining the fence constructed by Declarant at the main entry. In all other locations, the fence described under the Fencing Specifications shall remain six feet (6') in height.

3. Article IX, Section 30.1 and 30.2 are hereby supplemented with the following additional maintenance provision:

With respect to maintenance of the fence in accordance with Section 30.1 of the Declaration, all Owners of Lots whose rear Lot line or side Lot line is adjacent to Eldorado Parkway, Teel Road, Panther Creek Parkway and FM 423 (the "Perimeter Street(s)") (such Lots to be referred to herein as "Perimeter Lots") will be required to reapply the stain specified on the Fencing Specifications as often as is required under the manufacturer's recommended guidelines. Based on the current manufacturer's guidelines, all fencing adjacent to the Perimeter Streets on any Perimeter Lots must be re-stained every 5 years.

4. Article IX, Section 30.2 is hereby further supplemented with the following fence post requirements:

All fencing constructed adjacent to Perimeter Streets must be constructed in such a manner that the fence posts are installed on the side of the fence facing the interior of the Lot.

In all other respects, except where inconsistent with the terms of this Second Amendment, the Declaration is hereby ratified and approved.

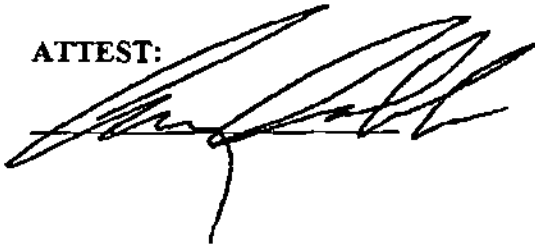
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, and attested as of the 27<sup>th</sup> day of June, 2002.

**DECLARANT:**

**ELDORADO RANCH, LTD.**

By: Intermandeco, Ltd.,  
Its: General Partner  
By: Intermandeco GP, LLC,  
Its: General Partner

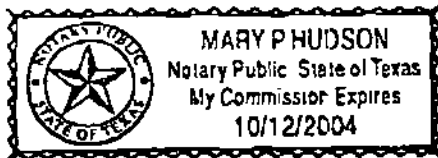
**ATTEST:**



By: Issam Karanouh  
Title: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

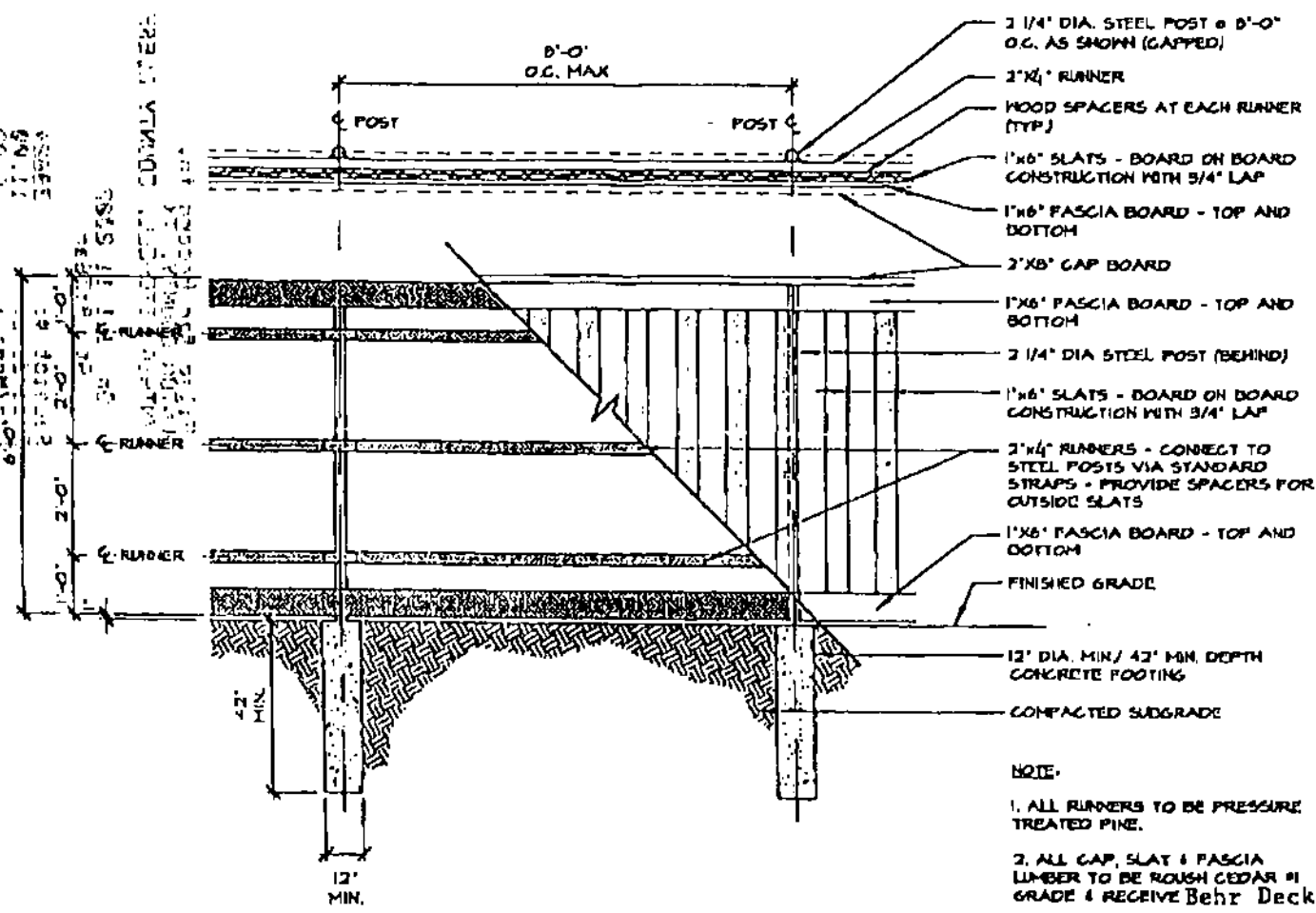
This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2002, by Issam Karanouh, Manager of Intermandeco GP, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; and he acknowledged to me that Intermandeco GP, LLC is the duly authorized representative of Intermandeco, Ltd., a Texas limited partnership, which is the duly authorized representative of Eldorado Ranch, Ltd., a Texas limited partnership, and he executed said instrument for the purposes and consideration therein expressed on behalf of said limited partnership.



Mary P. Hudson  
Notary Public, State of Texas

5125 00190

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- 2 1/4" DIA. STEEL POST @ 8'-0" O.C. AS SHOWN (GAPPED)
- 2"x4" RUNNER
- WOOD SPACERS AT EACH RUNNER (TYP)
- 1"x6" SLATS - BOARD ON BOARD CONSTRUCTION WITH 3/4" LAP
- 1"x6" FASCIA BOARD - TOP AND BOTTOM
- 2"x8" CAP BOARD
- 1"x6" FASCIA BOARD - TOP AND BOTTOM
- 2 1/4" DIA STEEL POST (BEHIND)
- 1"x6" SLATS - BOARD ON BOARD CONSTRUCTION WITH 3/4" LAP
- 2"x4" RUNNERS - CONNECT TO STEEL POSTS VIA STANDARD STRAPS - PROVIDE SPACERS FOR OUTSIDE SLATS
- 1"x6" FASCIA BOARD - TOP AND BOTTOM
- FINISHED GRADE
- 12" DIA. MIN / 42" MIN. DEPTH CONCRETE FOOTING
- COMPACTED SUBGRADE

NOTE:  
 1. ALL RUNNERS TO BE PRESSURE TREATED PINE.  
 2. ALL CAP, SLAT & FASCIA LUMBER TO BE ROUGH CEDAR #1 GRADE & RECEIVE Behr Deck PWS Semi-Transparent Stain Color DP-317 (Drift Gray)

CEDAR BOARD ON BOARD FENCE

DETAIL

SCALE : 1/2" = 1'-0"

"EXHIBIT B"

5125 00191

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS  
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the Public Records on  
the 11th day of July 2002 at 8:56am by me, and was duly RECORDED, in the  
Public Records of Real Property, of Denton County, Texas on

JUL 11 2002

*Cynthia Mitchell*

COUNTY CLERK  
DENTON COUNTY, TEXAS



Filed for Record in:  
DENTON COUNTY, TX  
CYNTHIA MITCHELL, COUNTY CLERK

On Jul 11 2002  
At 8:56am

Receipt #: 38824  
Recording: 11.00  
Doc/Mgmt: 6.00  
Doc/Num: 2002-08886096  
Doc/Type: FMD  
Deputy - JOY KIMBALL CASHIER