

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-12926
Recorded As : ERX-MEMORANDUM

Recorded On: February 05, 2016
Recorded At: 09:50:24 am
Number of Pages: 12

Recording Fee: \$70.00

Parties:

Direct- GRAYHAWK ASSOCIATION OF HOME
Indirect-

Receipt Number: 1387004
Processed By: Terri Bair

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

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 File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FIFTH SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR GRAYHAWK
ASSOCIATION OF HOMEOWNERS, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Grayhawk Association of Homeowners, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

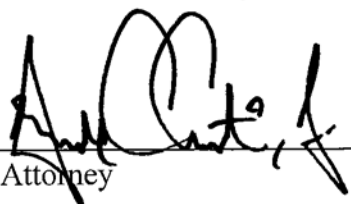
- ***Grayhawk Association of Homeowners, Inc. - Enforcement and Fine Policy*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property described on Exhibits B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, Grayhawk Association of Homeowners, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Denton County Clerk and, except as hereinafter provided, serves to supplement that certain Certificate and Memorandum of Recording of Association Documents for Grayhawk

Association of Homeowners, Inc. filed on July 24, 2008, and recorded as Instrument No. 2008-80969 in the Official Public Records of Denton County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on December 16, 2009, and recorded as Instrument No. 2009-143355 in the Official Public Records of Denton County, Texas, that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on December 21, 2011, and recorded as Instrument No. 2011-121766 in the Official Public Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on January 8, 2013, and recorded as Instrument No. 2013-2732 in the Official Public Records of Denton County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on January 8, 2013, and recorded as Instrument No. 2015-118673 in the Official Public Records of Denton County, Texas. The dedicatory instrument attached hereto serves to replace any dedicatory instrument previously filed addressing the same or similar subject matter.

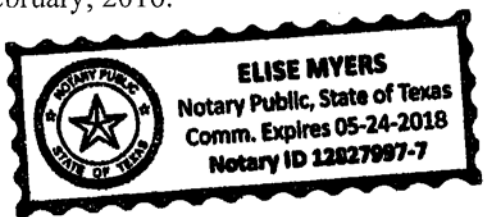
**GRAYHAWK ASSOCIATION
OF HOMEOWNERS, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Grayhawk Association of Homeowners, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 5th day of February, 2016.



Elise Myers

Notary Public, State of Texas

EXHIBIT A

GRAYHAWK ASSOCIATION OF HOMEOWNERS, INC

ENFORCEMENT AND FINE POLICY

WHEREAS, the Board of Directors of Grayhawk Association of Homeowners, Inc. (the "*Association*") is empowered to enforce the provisions of the Declaration of Covenants, Conditions and Restrictions for Grayhawk (the "*Declaration*"), including the Bylaws (herein so-called) and any rules of the Association, as provided in Article III, Section 3 of the Declaration, and,

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, and the Declaration (hereinafter referred to, collectively, as the "*GRAYHAWK Governing Documents*") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the GRAYHAWK Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Declaration (to be referred to herein as the "*Enforcement Policy*").

Establishment of Violation: Any condition use, activity or improvement which does not comply with the provisions of the GRAYHAWK Governing Documents, shall constitute a "Violation" under this Policy for all purposes.

Report of Violation: The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an Officer or Director of the Board, or a Member of any Committee established by the Board for this purpose. A timely written report shall be prepared by the Association for each Violation.

First Notice of Violation: A Courtesy Letter (herein so-called) will be sent to the homeowner describing the nature, description and location of the alleged violation and notification that if the violation is corrected within ten (10) days from the date of the Courtesy Letter, no further action will be taken. The Courtesy Letter will be sent via first class mail no later than three (3) days following the observation of the violation.

In cases involving the need for lawn maintenance, the Courtesy Letter shall provide the homeowner with ten (10) days from the date of the Courtesy Letter to cure the violation to avoid self-help measures by the Association. The

Association's cost to cure the violation may be levied to the Owner's account as a Specific Assessment.

Final Notice of Violation: If the alleged violation has not been corrected within ten (10) days from the date of the First Notice, a Final Notice of Violation will be sent. This notice will describe the nature, description, location of the violation and dates the violation has been observed. The Final Notice of Violation shall advise the Owner that he or she has a right to request a hearing as provided by Chapter 209 of the Texas Residential Property Owners Protection Act (commonly referred to as the Texas Property Code). The Final Notice of Violation shall also advise the Owner that any attorney's fees and costs incurred by the Association to enforce the GRAYHAWK Governing Documents shall be charged to the Owner's account if the violation is not cured within ten (10) days from the date of the Final Notice of Violation. It will further state that failure to remedy the violation within ten (10) days of the date of the final notice may result in fines charged to the Owners' account and further enforcement measures by the Association including legal action may ensue. The Board of Directors reserves the right to charge additional fines should the violation remain uncured and, to the extent allowed in the Declaration and the Bylaws, to enter a property to remedy any violation, in its sole discretion. The cost to remedy any violation will also be charged to the Owners account as a Specific Assessment in addition to any fines listed above.

Fine Schedule: The frequency of the fines shall be one (1) time per thirty (30) day period per violation. The fine amounts shall be:

First (1st) fine - \$50.00

Second (2nd) fine - \$75.00

Third (3rd) fine - \$100.00

And so on, increasing each thirty (30) day period by \$25.00

ACC Infraction: In the case of an Architectural Review Committee (ACC) infraction, the homeowner must cease all work which has been deemed a violation and within ten (10) days from the date of the Notice of Violation, must submit the plans and specifications for any such work to the Architectural Review Committee (ACC) for approval. Failure to correct, eliminate, or to cease the work which is the subject of the Final Notice of Violation shall permit the Association to pursue any one or more of the remedies available by law, under the Declaration, the Bylaws or this Enforcement Policy.

The Final Notice of Violation shall be sent to the violator by certified mail, return receipt requested and first class mail, and shall advise the violator that he or she has the right to request a hearing on or before the thirtieth (30th) day after the date the Final Notice of Violation was mailed to the violator. The hearing, if one is

requested in a timely manner, will be held before the Covenants Committee, if one is appointed, or the Board of Directors. In the event a Covenants Committee has been appointed by the Board of Directors, the Final Notice of Violation shall also advise the violator that the Covenants Committee's decision may be appealed to the Board of Directors by written notice of appeal as set forth below.

Request for a Hearing: If a written request for a hearing is received by the manager, if any, President or Secretary of the Association on or before the thirtieth day after the date the Final Notice of Violation is mailed to the violator, the Covenants Committee, if one is appointed, or the Board of Directors, as appropriate, shall notify the violator of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing must take place not later than the thirtieth (30th) day of the receipt of the request for a hearing. Any notice requirements outlined in this policy shall be satisfied if a copy of the Final Notice of Violation, along with a statement as to the date and method of delivery, is entered in the minutes of the meeting or if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Covenants Committee, the Board or the violator may request a postponement and, if requested, a postponement may be granted for a period of not more than ten (10) days. Additional postponements may be granted on the written agreement of both parties, but in no case shall more than three (3) postponements be granted. The violator's presence is not required to hold a hearing. The Board may, but shall not be obligated to suspend any proposed sanction if the Violation is cured within the then (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provision of the GRAYHAWK Documents by any Owner.

Appeal of Decision: In the event a hearing has been conducted before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. A written notice of appeal must be received by the manager, if any; President or Secretary of the Association within thirty (30) days after the day written notice of the Covenants Committee's decision is sent to the violator.

Common Area Infractions: In addition to the imposition of fines listed above the Board of Directors, on behalf of the Association, may take the following actions for the violations listed below

-Violation of pool/community amenity rules:

- Second Violation suspension of access privileges for 1 month
- Third Violation suspension of access privileges for 12 months
- Fourth violation permanent suspension of access privileges

-Vandalism of any community maintained property including pool areas and furniture:

- Cost to repair and/or replace damaged property
- Vandalism of any community property including pool area and/or furniture will result in automatic and permanent suspension of access privileges
- Vandalism will be reported to all appropriate authorities for appropriate legal action

Repeated Violations of the Same Provision: Whenever an Owner or occupant, who has previously cured or eliminated a violation after receipt of Notice of Violation, commits a separate violation of the same provision of the GRAYHAWK Governing Documents or rules and regulations of the Association within six (6) months from the date of the first Notice of Violation, the Board of Directors shall reinstate the violation and pursue the procedures set forth herein, as if the Violation had never been cured or eliminated. For illustration purposes only, in the event an Owner or occupant has cured a violation after having received a Notice of Violation, the second violation of the same provision shall prompt the Board of Directors to send notice to the Owner or occupant that a violation fine has been imposed.

Correction of Violation: Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under the Enforcement Policy and/or the GRAYHAWK Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner.

Referral to Legal Counsel: Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interest of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

Authority of Management to Act: The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy without further action by the Board.

Binding Effect: The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs,

successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

Definitions: The definitions contained in the GRAYHAWK Governing Documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Enforcement Policy is to be effective when filed of record in the Official Public Records of Denton County, Texas, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. The notice and hearing provisions of the foregoing Enforcement Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions contained in the Bylaws conflict with Chapter 209 of the Texas Property Code, Chapter 209 of the Texas Property Code shall prevail. This Enforcement Policy shall replace that certain Policy attached as Exhibit "A" to that certain dedicatory instrument filing recorded as Document No. 2008-80969 of the Official Public Records of Denton County, Texas.

SIGNED this 31st day of February, 2016.

**GRAYHAWK ASSOCIATION OF
HOMEOWNERS, INC.**

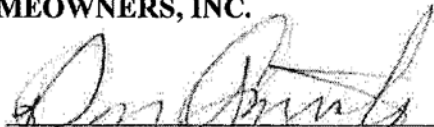
By: 
President

EXHIBIT B

Those tracts and parcels of real property located in the City of Frisco, Denton County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **GRAYHAWK PHASE IV-B, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet V, Slides 363 and 364, Map/Plat Records, Denton County, Texas, Texas; and**
- (b) All lots and tracts of land situated in **GRAYHAWK PHASES VI and VII, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Page 793, Map/Plat Records, Denton County, Texas; and**
- (c) All lots and tracts of land situated in **GRAYHAWK PHASE VIII, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet U, Slide 791, of the Map/Plat Records, Denton County, Texas; and**
- (d) All lots and tracts of land situated in **GRAYHAWK Phase V, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet U, Slide 489, Map/Plat Records, Denton County; and**
- (e) All lots and tracts of land situated in **GRAYHAWK Section II, Phase III, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet V, Slide 668-670, Map/Plat Records, Denton County, Texas; and**
- (f) All lots and tracts of land situated in **GRAYHAWK PHASES I and II, an Addition to the City of Frisco, Denton County, Texas, according to the Map thereof recorded in Cabinet U, Pages 262-265, Map/Plat Records, Denton County, Texas; and**
- (g) All lots and tracts of land situated in **GRAYHAWK PHASE IX, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet V, Page 145, Map/Plat Records, Denton County, Texas; and**

- (h) **All lots and tracts of land situated in GRAYHAWK PHASE III, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 214, Map/Plat Records, Denton County, Texas; and**
- (i) **All lots and tracts of land situated in GRAYHAWK PHASE X, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet V, Slide 147, Map/Plat Records, Denton County, Texas; and**
- (j) **All lots and tracts of land situated in GRAYHAWK PHASE IV-A, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet U, Slide 491, Map/Plat Records,, Denton County, Texas; and**
- (k) **All lots and tracts of land situated in GRAYHAWK SECTION II PHASE IV, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded in Cabinet W, Slide 692, Map/Plat Records, Denton County, Texas; and**
- (l) **All lots and tracts of land situated in GRAYHAWK SECTION II PHASE I, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2006-R0022917 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas; and**
- (m) **All lots and tracts of land situated in GRAYHAWK SECTION II PHASE II, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2005-R0097211 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas; and**
- (n) **All lots and tracts of land situated in GRAYHAWK PHASE XI, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2005-R0058953 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas; and**

- (o) **All lots and tracts of land situated in GRAYHAWK SECTION II, PHASE V, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2007-R00146073 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas;**
- (p) **All lots and tracts of land situated in GRAYHAWK SECTION II, PHASE VI, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2008-R0080121 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas;**
- (q) **All lots and tracts of land situated in GRAYHAWK SECTION II PHASE VII, an Addition to the City of Frisco, Denton County, Texas, according to the Map/Plat thereof recorded as Instrument No. 2012-229 of the Map/Plat Records, of the Plat Records, Map/Plat Records, Denton County, Texas.**