

Denton County
Juli Luke
County Clerk

Instrument Number: 61322

ERecordings-RP

MISCELLANEOUS

Recorded On: May 08, 2020 02:21 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** 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.

File Information:

Document Number: 61322
Receipt Number: 20200508000380
Recorded Date/Time: May 08, 2020 02:21 PM
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Station: Station 29

Record and Return To:

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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, TX

AFTER RECORDING, PLEASE RETURN TO:

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

**EIGHTH 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:

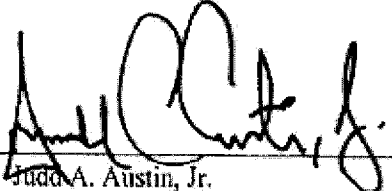
***Grayhawk Association of Homeowners, Inc. - Rules & Regulations
Governing the Use of the Association's Ponds and Pond Areas*** (Exhibit A).

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 Eighth 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; 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; that certain Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on February 5, 2016, and recorded as Instrument No. 2016-12926 in the Official Public Records of Denton County, Texas; that certain Sixth Supplemental Certificate and Memorandum of Recording of Association Documents for Grayhawk Association of Homeowners, Inc. filed on May 13, 2016, and recorded as Instrument No. 2016-55925 in the Official Public Records of Denton County, Texas; and that certain Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments filed on December 6, 2019, and recorded as Instrument No. 2019-155578 in the Official Public Records of Denton County, Texas.

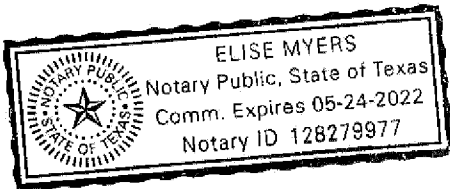
**GRAYHAWK ASSOCIATION
OF HOMEOWNERS, INC.**

By 
Judd A. Austin, Jr.

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 8th day of May, 2020.



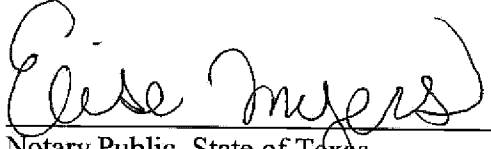

Notary Public, State of Texas

EXHIBIT A

Grayhawk Association of Homeowners, Inc.

RULES & REGULATIONS

GOVERNING THE USE OF THE ASSOCIATION'S PONDS AND POND AREAS

WHEREAS, the Board of Directors of Grayhawk Association of Homeowners, Inc. (the "*Association*") is empowered to promulgate and 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, Sections 2 and 3 of the Declaration, and,

WHEREAS, the Board of Directors of the Association finds there is a need to adopt Rules & Regulations Governing the Use of the Association's Ponds and Pond Areas, and to establish orderly procedures for the enforcement thereof against violating owners and others.

NOW, THEREFORE, IT IS RESOLVED that the following Rules & Regulations Governing the Use of the Association's Ponds and Pond Areas, including procedures and practices for the enforcement thereof, are hereby adopted by the Board of Directors of the Association (to be referred to herein as the "*Rules & Regulations*").

Rules and Regulations Governing the Use of the GRAYHAWK Ponds and Pond Areas

1. The GRAYHAWK ponds and pond areas are for the exclusive use and enjoyment of owners (or their authorized tenants) of homes in GRAYHAWK subject to the Declaration.
2. The following activities are **prohibited** in and around the GRAYHAWK ponds:
 - a. Fishing
 - b. Hunting or trapping
 - c. Boating (including the use of hobby boats)
 - d. Swimming
 - e. Use of motorized vehicles
 - f. Standing or walking on the weir (waterfall structure)
 - g. Damage to any structure, landscaping, irrigation fixture or other item in or around the ponds
3. There are snakes and other wildlife in and around the pond as well as areas that are slippery. USE AT YOUR OWN RISK.
4. These Rules & Regulations apply to both Members of the Association (owners and for this purpose, their tenant(s)). Individuals who are not residents of GRAYHAWK are prohibited from using the GRAYHAWK ponds or pond areas and will be considered trespassers.

Rules & Regulations Governing the Use of the Association's Ponds and Pond Areas -
Approved at Board Meeting held on May 7, 2020.

ENFORCEMENT PRACTICES AND PROCEDURES

Establishment of Violation: Any prohibited conduct, activity or use of the GRAYHAWK ponds or pond areas constitute an "Incurable Violation" under the terms hereof for all purposes.

Report of an Incurable Violation: The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For purposes of these Rules & Regulations, the delegate of the Board may include Management, an Officer or Director of the Board, a member of law enforcement or a Member of the Association. To determine if the violator is a Member of the Association, the delegate will ask for identification that shows the violator's address.

Enforcement – Members of the Association: If the person violating any of the Rules & Regulations is a Member of the Association as described above, the following actions will be taken:

Notice of Incurable Violation: A Notice of Incurable Violation will be sent. This Notice of Incurable Violation will describe the nature, description, location of the violation and date(s) the violation has been observed. The Notice of Incurable 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 Notice of Incurable Violation shall also advise the Owner that any attorney's fees and costs incurred by the Association to enforce the GRAYHAWK Rules & Regulations shall be charged to the Owner's account. It will further state that any future observation of the violation or any other violation of these Rules & Regulations shall result in fines charged to the Owners' account without the right to request a hearing and further enforcement measures by the Association including legal action may ensue. The cost, if any, to pursue any violation will also be charged to the Owners account as a Specific Assessment in addition to any fines listed above.

The Notice of Incurable 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 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 (30th) day after the date the Notice of Incurable 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 then tenth (10th) day before the date of the hearing. The hearing must take place not later than the thirtieth (30th) of the receipt of the request for a hearing. Any notice requirements outlined in this policy shall be satisfied if a copy of the Notice of Incurable 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. 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, the 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.

Violation Fine: The fine schedule for fines levied for violation of the Rules & Regulations shall be as follows:

First incident of violation:	\$25.00
Second incident of violation:	\$50.00
Third incident of violation:	\$100.00
Fourth incident of violation:	\$200.00
And so forth, doubling each time up to a maximum fine per incident of \$400.00.	

Enforcement – Non-Members of the Association: If the person violating any of the Rules & Regulations is not a Member of the Association as described above, law enforcement will issue a citation for Criminal Trespassing.

Repeated Violations of the Same Provision: Whenever an Owner or occupant commits a separate violation of the same provision of these Rules and Regulations within six (6) months from the date of the first Notice of Incurable Violation was sent to the Owner, the Board of Directors shall reinstate the violation and pursue the procedures set forth herein, and a fine will be imposed without requirement for another Notice of Incurable Violation.

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 the Rules & Regulations Governing the Use of the Association's Ponds and Pond Areas, 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 these Rules & Regulations, as amended by the Board.

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

IT IS FURTHER RESOLVED that the Rules & Regulations Governing the Use of the Association's Ponds and Pond Areas 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 Rules & Regulations 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.

SIGNED this 5th day of May, 2020.

**GRAYHAWK ASSOCIATION OF
HOMEOWNERS, INC.**

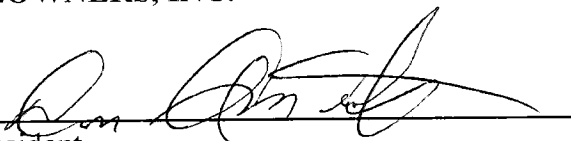
By: 
President

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.**