

Kaufman County
Laura Hughes
County Clerk
Instrument Number: 2024-0000892

Billable Pages: 10
Number of Pages: 11

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 01/10/2024 at 08:46 AM</p> <p>Document Number: <u>2024-0000892</u></p> <p>Receipt No: <u>24-852</u></p> <p>Amount: \$ <u>61.00</u></p> <p>Vol/Pg: <u>V:8349 P:232</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

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.

Record and Return To:

PULMAN CAPPUCCIO PULLEN AND BENSON
2161 N.W. MILITARY HIGHWAY, SUITE 400
SAN ANTONIO, TX 78213



**RESOLUTION OF THE BOARD OF DIRECTORS
OF
GRAYHAWK COMMUNITY HOMEOWNERS ASSOCIATION**
(Adopting Enforcement and Fining Policy)

THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

WHEREAS, Grayhawk is a planned community located in the City of Forney, Kaufman County, Texas (“**Grayhawk**”);

WHEREAS, Grayhawk Community Homeowners Association, a Texas Property Owners Association (the “**Association**”) is governed by that certain Declaration of Covenants, Conditions and Restrictions for Grayhawk, recorded on February 5, 2008, as Document No. 2008-00002367 of the Official Records of Kaufman County, Texas (as amended and/or supplemented, the “Declaration”) and the Association is further governed the Articles of Association of the Association, filed with the Texas Secretary of State on February 7, 2008 (the “Articles”), and the Bylaws of Grayhawk Community Homeowners Association, recorded on February 19, 2008, as Document No. 2008-00003163 of the Official Records of Kaufman County, Texas, as amended (the “**Bylaws**”);

WHEREAS, pursuant to Article 6 of the Bylaws the Board of Directors of the Association (the “**Board**”) is empowered to establish and amend, from time to time, reasonable rules and regulations for the administration of the Association and the Governing Documents, provided such rules and regulations are not in conflict with applicable law or the Governing Documents;

WHEREAS, pursuant to Article 7 of the Bylaws and Article 10 of the Declaration the Association is authorized to levy reasonable fines, as an individual assessment, against an Owner and his Lot if the Owner is a resident, or the Owner or resident’s family, guests, employees, agents, or contractors for violation of any provision of the Governing Documents, and to suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident’s family, guests, employees, agents, or contractors violate the Governing Documents;

WHEREAS, the Association, acting through its Board, has determined that it is in the best interests of the Members and of the Association to adopt an enforcement and fining policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors, that the Association hereby adopts the Enforcement and Fining Policy attached as **Exhibit A** hereto.

EXECUTED this 8 day of December, 2023.

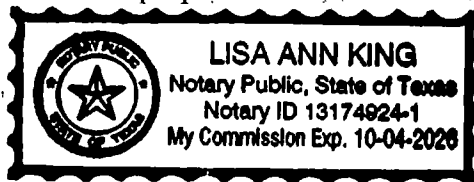
ASSOCIATION:

GRAYHAWK COMMUNITY HOMEOWNERS ASSOCIATION
a Texas nonprofit corporation

By: Tara Mansfield
Name: Tara Mansfield
Title: President

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

On this 8th day of December, 2023, before me, the undersigned notary public, personally appeared Tara Mansfield, President of GRAYHAWK COMMUNITY HOMEOWNERS ASSOCIATION, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.



Lisa Ann King
Notary Public, State of Texas

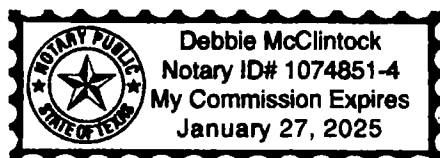
ATTESTATION:

I, as Secretary of the Association, hereby confirm that the Board of Directors properly voted to adopt this Resolution.

Lisa A. King
Secretary

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

On this 11 day of December, 2023, before me, the undersigned notary public, personally appeared Lisa A. King, Secretary of GRAYHAWK COMMUNITY HOMEOWNERS ASSOCIATION, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.



Debbie McClintock
Notary Public, State of Texas

EXHIBIT A

GRAYHAWK COMMUNITY HOMEOWNERS ASSOCIATION

ENFORCEMENT AND FINING POLICY

[ON THE FOLLOWING PAGES]

GRAYHAWK

ENFORCEMENT AND FINING POLICY (Adopted as of December 8, 2023)

Grayhawk Community Homeowners Association

Kaufman County, Texas

GRAYHAWK

ENFORCEMENT AND FINING POLICY

This Enforcement and Fining Policy (this “**Policy**”) of the Grayhawk Community Homeowners Association (the “**Association**”) was duly adopted on the 8th day of December, 2023, setting forth certain policies of the Association to aid in the management of the Association and the property known as Grayhawk, subject to the Declaration of Covenants, Conditions and Restrictions for Grayhawk, recorded on February 5, 2008, as Document No. 2008-00002367 of the Official Records of Kaufman County, Texas (as amended and/or supplemented, the “**Declaration**”),¹ the Articles of Association of the Association, filed with the Texas Secretary of State on February 7, 2008 (the “**Articles**”), and the Bylaws of Grayhawk Community Homeowners Association, recorded on February 19, 2008, as Document No. 2008-00003163 of the Official Records of Kaufman County, Texas, as amended (the “**Bylaws**”), and all policies, rules and regulations duly adopted by the Association from time to time.

The Association was created to administer the terms and provisions of the Governing Documents and enforce the rules, regulations, and restrictive covenants for the community and real property subject to the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate of Formation or Articles of Incorporation, Bylaws, and any rules and regulations promulgated by the Association pursuant to the Declaration, Articles, and Bylaws, as adopted and amended from time to time (collectively, the “**Governing Documents**”).

This Policy is adopted pursuant to the powers granted the Association by the Governing Documents to levy reasonable fines, as an individual assessment, against an Owner and his Lot if the Owner is a resident, or the Owner or resident’s family, guests, employees, agents, or contractors for violation of any provision of the Governing Documents, and to suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident’s family, guests, employees, agents, or contractors are in violation of the Governing Documents.

The adoption of this Policy for the purposes set forth herein shall be in compliance with Tex. Prop. Code § 202.006, requiring all property owners’ associations to file all governing documents in the real property records of each county in which the property to which the governing documents relate is located. This Policy shall become effective as of the date the Policy is filed for record in the Official Public Records of Kaufman County, Texas.

¹ Capitalized terms shall have the meaning ascribed to such terms in the Declaration unless otherwise defined herein.

1. **Violation Policy and Penalty.** Violation of any of the Governing Documents, as may be amended from time to time, by an Owner or resident, or an Owner or resident's family, guests, employees, agents, or contractors shall result in the following actions and penalties:

A. **Curable Violation:** For violations that are not a threat to public health or to the safety of an ordinary resident, a warning, or first notice, will be issued in writing to the Owner and, if applicable, to the violating resident or tenant, if known. The warning shall advise the Owner of the violation and the action required to cure the violation by a specified date, which shall not be less than ten (10) days from the date of the notice, determined by the Board, in its sole and absolute discretion. Additionally, depending on the severity of the violation, the Association may elect to notify parents for violations by minors, suspend Owners' privileges, notify law enforcement, tow vehicles from private streets, if applicable, and/or common areas, file criminal charges, seek civil penalties, assess fines as herein provided, or pursue other remedies the Association deems appropriate. If the violation is a first-time offense of committing a curable violation as defined by the TEX. PROP. CODE § 209.006 and not cured by the specified date contained in the first notice, a second notice may be issued to the Owner, in writing, requesting compliance within ten (10) days of the date of the second notice or by a specified date as may be determined by the Board. If the Owner fails to cure the violation as required by the date specified in the notice(s), the Association shall provide the Owner the statutory notice required under the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006, as it may be amended from time to time, and as applicable. The statutory notice shall inform the Owner of Owner's right to cure the violation and avoid the fine or suspension of privileges unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. In such event, no additional opportunity to cure will be given before assessing a fine or suspending privileges. After the Owner has had a reasonable opportunity to cure and the Owner fails to do so, the Owner shall be fined or privileges shall be suspended in accordance with the terms of this Policy. The Owner shall be advised of the Owner's right to a hearing under TEX. PROP. CODE § 209.007, as well as special rights or relief Owner may have under federal law if the Owner is serving on active military duty.

For the purposes hereof, a violation is considered curable if the violation is a continuous action which can be remedied by affirmative action on the part of the violator. Examples of acts considered curable include, but are not limited to:

- a parking violation;
- a maintenance violation;
- the failure to construct improvements or modifications in accordance with the approved plans and specifications;
- an ongoing noise violation such as a barking dog or music.

B. **Uncurable Violation:** For an uncurable violation, the Association shall not be required to provide an Owner an opportunity to cure the violation before assessing a fine. If a fine is assessed by the Association, the Association shall provide notice to the Owner of the basis for the assessment of the fine, the fine amount, and the right to a hearing under TEX. PROP. CODE § 209.007.

For the purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by an affirmative act. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing

is not considered an adequate remedy. Examples of acts considered incurable include, but are not limited to:

- shooting fireworks;
- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- the failure to obtain architectural approval before the commencement of work;
- property damage, including the removal or alteration of landscape; and
- holding a garage sale or other event prohibited by a dedicatory instrument.

Notwithstanding the foregoing, the Association reserves the right to seek injunctive relief at any time, regardless of the provisions of this Policy requiring notice for violations if the violation constitutes a material danger to persons or property, will cause irreparable harm to persons or property, or is a nuisance as determined by the Board in its sole and absolute discretion.

If multiple violations occur on an Owner's Lot or on the Property, the calculation of the number of violations that have occurred shall be based on the number of violations per address and not by each individual residing or visiting at such address.

C. **Assessment of Fines:** Each Owner shall be subject to the fines set forth on the schedule of fines attached hereto as **Exhibit I** (the "**Fine Schedule**"), if the Owner fails to cure the initial violation after being sent the required statutory notice or for any subsequent similar violations. The terms and procedures set forth in this Policy are an outline of the procedures and actions for the enforcement of the covenants, conditions, restrictions, policies and rules contained in the Governing Documents; provided however, the Association and/or its management company is not bound to follow the exact procedures in every enforcement matter except as may be required by the Governing Documents or the Texas Property Code. Compliance with the terms and procedures of this Policy in every enforcement action is not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Texas Property Code. As permitted by Tex. Prop. Code § 209.0061, the Board reserves the authority to levy a fine from the attached Fine Schedule that varies on a case-by-case basis. The Board, in its sole discretion, may increase or decrease the amount of fines depending on relevant facts, including, but not limited to, prior violations, the severity of the violation(s), the number of violations, length of time to cure, cooperation of the Owner, or any other information the Board may consider to be relevant.

2. **Penalties Responsibility of Owner.** All fines will be assessed to the Owner's account and will be payable to the Association within thirty (30) days of the date of billing. Fines shall be limited to a maximum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for each six (6) month period commencing as of the date of the first violation which initiates the assessment of a fine for a specific violation. The limitations shall be exclusive of attorney's fees and costs incurred by the Association for enforcement.

3. **Attorney's Fees.** If the Association is compelled to retain an attorney for the collection of fines or the enforcement of the Governing Documents, the Owner shall be charged with all attorney's fees, costs and expenses subject to the limitations of the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006 and § 209.008, as it may be amended from time to time.

4. **Non-Exclusive Remedies.** The imposition of the monetary penalties provided herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which

the Association may otherwise be entitled including, without limitation: the filing of an Affidavit of Non-Compliance in the Official Public Records of Bexar County, Texas; towing, if applicable; suspension of Owner's privileges; and/or, the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

5. Violation by Resident, Tenant or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner. All monetary penalties shall be billed to the Owner.

6. Right to Hearing. An Owner who has received a statutory notice of a curable violation in accordance with TEX. PROP. CODE § 209.006 has a right, pursuant to TEX. PROP. CODE § 209.007, to request a hearing before the Board to discuss and verify facts and resolve matters in issue related to the violation, provided the Owner is entitled to an opportunity to cure the violation as provided for in TEX. PROP. CODE § 209.006(b)(2)(A). The right of an Owner to request a hearing does not apply if:

- i. the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action; or
- ii. the temporary suspension of an Owner's right to use a Common Area is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to Owners, residents, or other persons in Grayhawk.

7. Hearing Process. The process for Owners entitled to a hearing as set forth in Section 6 above shall be:

- i. On or before the thirtieth (30th) day after the date written notice of the violation is mailed to the Owner in accordance with TEX. PROP. CODE § 209.006, Owner shall submit a written request to the Association for a hearing. All requests for a hearing must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. The Owner should verify receipt by the Association if no response is received within a reasonable timeframe.
- ii. The Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date to the hearing.
- iii. Not later than ten (10) days before the date the Association holds the hearing, the Association shall provide the Owner with packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The evidence packet shall be provided by mail, hand delivery or electronic delivery. If the Association does not provide an evidence packet within the described timeframe, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.
- iv. The Board or Owner may request a postponement of the hearing, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.

- v. The Owner or the Association may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, notice of such intent shall be provided to the other party prior to the commencement of the hearing.
- vii. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
- viii. The Board shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing. The written decision shall include the final decision and any further curative action to be taken by Owner, if any.

EXHIBIT I
FINE SCHEDULE

Violation Types

<u>Maintenance and Repair</u>	Continuing	Non-Continuing*
Lawns – mowing, cutting, edging	\$25	\$25/\$50/\$100
Shrubs and Trees – trimming, removal of dead		
Weed control – treating, cutting, removal		
Miscellaneous items stored on yard		

Vehicle Parking Violations

Inoperable Vehicle(s)	\$25 initial / \$25 per day	\$25/\$75/\$200
Parking		
Unapproved Vehicle(s) (trailer, boat, commercial)		
Excessive number of Vehicles		

Nuisance Violations

Noise	\$50 initial / \$25 per day	\$50/\$100/\$200
Lighting		
Odor		

Architectural Violations

Property Damage	\$200 initial / \$25 per day	\$200/\$350/\$500
Failure to Obtain Approval – unapproved improvement or construction	\$150 initial / \$25 per day	\$150/\$200/\$300
Noncompliance with Approved Plan – failure to construct or modify as approved		
Construction – failure to abide by construction requirements, rules, guidelines		

* Non-Continuing violation fine amounts reflect the first, second, and third occurrence within six (6) months of a similar violation for which a statutory notice was provided.