

Denton County
Juli Luke
County Clerk

Instrument Number: 134350

ERecordings-RP

MISCELLANEOUS

Recorded On: November 15, 2018 03:46 PM

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" 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:

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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

**FIFTH SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS
FOR
GRIFFIN PARC RESIDENTIAL ASSOCIATION, INC.**

STATE OF TEXAS §
§
COUNTY OF DENTON §

The undersigned, as attorney for Griffin Parc Residential Association, 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 (the “*Property*”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Griffin Parc Residential Association, Inc. – Enforcement and Fining Policy (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument until amended. The dedicatory instrument attached hereto shall serve to replace any dedicatory instrument previously recorded by Griffin Parc Residential Association, Inc. addressing the same or similar subject matter.

IN WITNESS WHEREOF, Griffin Parc Residential Association, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Denton County, Texas, and supplements that certain Certificate and Memorandum of Recording of Association Documents recorded on July 27, 2009, under Instrument No. 2009-90605 with the Official Public Records of Denton County, Texas, that First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments recorded on December 21, 2011, under Instrument No. 2011-121841 with the Official Public Records of Denton County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments recorded on April 12, 2012, under Instrument No. 2012-37836 with the Official Public Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments recorded on November 15, 2013, under Instrument No. 2013-137389 with the Official Public Records of Denton County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments recorded on August 1, 2014, under Instrument No. 2014-76267 with the Official Public Records of Denton County, Texas.

**GRIFFIN PARC RESIDENTIAL
ASSOCIATION, INC.**

By: 
Its: Attorney

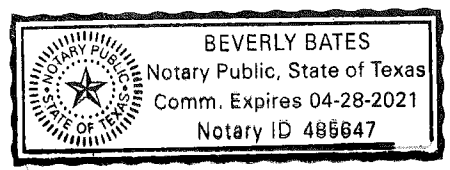
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Griffin Parc Residential Association, 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 15th day of November, 2018.



Notary Public, State of Texas



GRIFFIN PARC RESIDENTIAL ASSOCIATION, INC.

ENFORCEMENT AND FINING POLICY

WHEREAS, pursuant to Article VI, Section 6.01 of the Declaration and Article VIII, Section 8.01 of the Bylaws, Griffin Parc Residential Association, Inc. (the "*Association*") has the right, power and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws of the Association, whether express or implied, including the power to adopt rules and regulations concerning the operation of the Association and the right to levy a fine for any violation of the covenants, conditions and restrictions contained in the Declaration of the Association; and

WHEREAS, the Board of Directors of the Association (the "*Board*") finds there is a need to establish orderly procedures for the enforcement of the restrictions set forth in the Declaration as may be amended and/or supplemented, the Bylaws, resolution, policies, and architectural standards bulletins or guidelines and the levying of fines against violating owners.

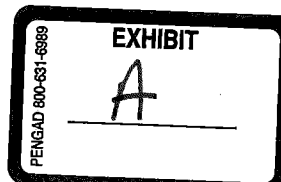
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the covenants, restrictions and rules contained in the Declaration, the Bylaws, and any rules and regulations, resolution, policies, architectural standards bulletins, or guidelines adopted by the Association (hereinafter collectively referred to as the "*Governing Documents*") and for the elimination of violations of such provisions found to exist in, on and about the Lots within the Association and the same are to be known collectively as the "*Enforcement Policy*" of the Association:

Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents adopted by the Association, including any additions, improvements, and/or repairs of any kind or nature erected, placed or altered on any Lot which requires the prior approval of the improvement by the Architectural Control Committee shall constitute a "*Violation*" under this Policy for all purposes. Exemplar violations are outlined in Exhibit 1. This is not an exhaustive list of violations.

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

Courtesy Notice: A courtesy letter 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.

Second Notice of Violation: If the alleged Violation has not been corrected within ten (10) days from the date of the Courtesy Letter, a Second Notice of Violation will be sent via first class mail. This notice will describe the nature, description, location and date of the uncured Violation and notification that if the Violation is corrected, no further action will be taken.



Final Notice of Violation: If the alleged Violation has not been corrected within ten (10) days from the date of the Second Notice of Violation, a Final Notice of Violation will be sent. This notice will describe the nature, description, location, and may include previous dates of the uncured Violation. It will state that failure to remedy the Violation by a specific date (not number of days) from the date of the Final Notice of Violation will result in a fine, depending on the nature and severity of the Violation at the discretion of the Board, charged to the Owner's account, suspension of Common Area privileges, and/or further enforcement by the Association including legal action will ensue. The Final Notice of Violation shall also state that if the Violation is not cured within the date set forth in the letter, the Association will collect from the Owner reimbursement of attorney's fees and costs incurred by the Association relating to enforcement of the Governing Documents.

In the case of an Architectural Control Committee infraction, the homeowner must immediately cease all work which has been deemed a Violation and, within ten (10) days from the date of the Final Notice of Violation, must submit the plans and specifications for any such work to the Architectural Control Committee 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 Governing Documents.

In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine.

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 (30) day after the date the Final Notice of Violation is mailed. The hearing, if one is requested in a timely manner, will be held before the Board of Directors.

Request for a Hearing. If a written request for a hearing is received by the Managing Agent for the Association on or before the thirtieth (30th) day after the date the Notice of Violation is mailed, the Board of Directors shall cause the violator to be notified of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. Any notice requirements outlined in this policy shall be satisfied if a copy of the Notice of Hearing, 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 Board or the violator may request a postponement and if requested, a postponement shall be granted for a period of not more than ten (10) days. Two other postponements of the hearing may be granted by the Board at its sole discretion. 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 ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions rules by any Owner.

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 Governing Documents or rules and regulations of the Association within six (6) months from the date of the Final 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

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 this Enforcement Policy and/or the Governing Documents.

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 interests 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.

Fines. Imposition of fines will be in addition to, and not exclusive of, any other rights, remedies, and recoveries of the Association as created by the Governing Documents of the Enforcement Policy. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots as Special Individual Assessments pursuant to Article V, Section 5.05 of the Declaration.


Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$500.00 as determined by the Board. An Initial Fine of not less than \$50.00 (but may be higher) may be imposed for failure to remedy or cure the violation, including failure to submit an architectural improvement application. In the event the Owner fails to respond or comply by remedying or curing the violation within fourteen (14) days after the Initial Fine, additional fines of \$50.00 or more may be imposed. Fines, in an amount determined by the Board, may be imposed every fourteen (14) days that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same or similar Violation. The Owner may be notified by Management in writing of the amount of fines accrued to Owner's account.

An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which cost and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

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 and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

IT IS FURTHER RESOLVED that this Enforcement Policy is effective as of August 23, 2018, being the date it was approved by the Board, and shall remain in force and effect until revoked, modified or amended by the Board. This Enforcement Policy is hereby adopted by the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

**GRIFFIN PARC
RESIDENTIAL ASSOCIATION, INC.**

 President

CERTIFICATION OF APPROVAL

I, CLAYTON GRAY, the duly-elected Secretary of Griffin Parc Residential Association, Inc. hereby certify:

That the Enforcement Policy for Griffin Parc Residential Association, Inc., as evidenced by the records and minutes of the Board of Directors, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on the 23 day of August, 2018 and that the same does now constitute an official policy of Griffin Parc Residential Association, Inc. and shall be filed of record with the office of the Denton County Clerk.

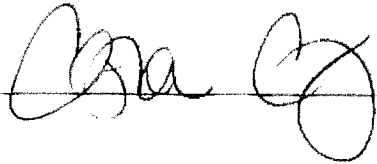
By:  Secretary

EXHIBIT 1

EXEMPLAR VIOLATIONS

Payment of fine amount does *not* imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations must be corrected and brought into compliance with Association's Governing Documents. Failure to pay fines will result in a lien on the Owner's Property. The Owner shall be responsible for all fines and enforcement costs assessed on the Property. These fines are subject to change without further notice and at the discretion of the Board.

- Holiday decorations displayed 30 days after that particular holiday (each time the violation is observed) \$50.00
- Landscaping violations (dead plants/trees, weeds, uncut grass over six inches, failure to replace dead or missing bushes/trees/grass, mowing on a regular basis, tree pruning, removal of tree stakes) (each time the violation is observed) \$50.00
- Debris, trash, or refuse on Lot (each time the violation is observed) \$50.00
- Unapproved Signs in Yards or on Lot (each time the violation is observed) \$50.00
- Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or registration sticker, wrecked, dismantled or inoperable in any manner. (each time the violation is observed or as the Board deems necessary) \$50.00
- Other violations in compliance with the City, Code Compliance, and City Ordinances, and any other violations as voted for by the Board as deemed necessary in good faith of the Governing Documents. (each time the violation is observed or as the Board deems necessary) \$50.00
- Home repairs needed (include but not limited to damaged garage door, fence repairs, replacing broken light fixtures, front and/or back door, etc.) (each time the violation is observed) \$50.00
- Modification, and/or addition made to Property without prior approval from the Architectural Control Committee (each time the violation is observed) \$50.00

- Property used for storage (boats, vehicles, trailers, oversized work trucks and any other oversized vehicle, etc.) \$100.00
(each time the violation is observed and visible from the street)
- Livestock or poultry kept on property \$100.00
(each time the violation is observed)
- Exterior painting/staining needed (home, front door, fence, shutters etc.) \$100.00
(each time the violation is observed)

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 **Griffin Parc Addition, Phase 1, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet T, Page 321 of the Plat Records of Denton County, Texas;**

- (b) All lots and tracts of land situated in **Griffin Parc Addition, Phase 2, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 550 of the Plat Records of Denton County, Texas;**

- (c) All lots and tracts of land situated in **Griffin Parc Addition, Phase 3, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 548 of the Plat Records of Denton County, Texas; and**

- (d) All lots and tracts of land situated in **Griffin Parc Addition, Phase 4, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Slide 823 of the Plat Records of Denton County, Texas.**