

Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2019-0001655

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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p><b>On:</b> 01/23/2019 at 09:16 AM</p> <p><b>Document Number:</b> <u>2019-0001655</u></p> <p><b>Receipt No:</b> <u>19-1517</u></p> <p><b>Amount:</b> \$ <u>86.00</u></p> <p><b>Vol/Pg:</b> <u>V:5915 P:54</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: Kylie Doss, 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:**

HENRY ODDO AUSTIN & FLETCHER  
1700 PACIFIC AVENUE  
DALLAS, TX 75201



AFTER RECORDING, PLEASE RETURN TO:

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

**ELEVENTH SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING  
OF DEDICATORY INSTRUMENTS FOR  
HEARTLAND COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF KAUFMAN   §

The undersigned, as attorney for the Heartland Community 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 instruments affecting the owners of property described on Exhibit "B" attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- ***First Amended and Restated Amendment to Heartland Community Association, Inc.'s Rules and Regulations: Leasing*** (Exhibit "A-1"); and
- ***Resolution of the Board of Directors of Heartland Community Association, Inc. - First Amended and Restated Violation Enforcement Policy*** (Exhibit "A-2").

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 instruments.

IN WITNESS WHEREOF, Heartland Community Association, Inc. has caused this Eleventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the office of the Kaufman County Clerk and, except as hereinafter set forth in the

dedicatory instruments attached hereto, serves to supplement that certain Certificate and Memorandum of Recording of Association Documents for Heartland Community Association, Inc. filed on March 2, 2009, and recorded as Instrument No. 2009-00003584 in the Official Public Records of Kaufman County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on November 27, 2013, and recorded as Instrument No. 2013-0021721 in the Official Public Records of Kaufman County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on February 28, 2014, and recorded as Instrument No. 2014-0003256 in the Official Public Records of Kaufman County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on October 22, 2014, and recorded as Instrument No. 2014-0018093 in the Official Public Records of Kaufman County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on October 7, 2015, and recorded as Instrument No. 2015-0019237 in the Official Public Records of Kaufman County, Texas; that certain Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on November 4, 2015, and recorded as Instrument No. 2015-0021214 in the Official Public Records of Kaufman County, Texas; that certain Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on September 15, 2016, and recorded as Instrument No. 2016-0018479 in the Official Public Records of Kaufman County, Texas; that certain Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland

Community Association, Inc. filed on May 10, 2017, and recorded as Instrument No. 2017-0010348 in the Official Public Records of Kaufman County, Texas; that certain Eighth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on September 14, 2017, and recorded as Instrument No. 2017-0020934 in the Official Public Records of Kaufman County, Texas; that certain Ninth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on October 9, 2017, and recorded as Instrument No. 2017-0023071 in the Official Public Records of Kaufman County, Texas; and that certain Tenth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Heartland Community Association, Inc. filed on March 8, 2018, and recorded as Instrument No. 2018-0005501 in the Official Public Records of Kaufman County, Texas. The dedicatory instruments attached hereto serves to replace any dedicatory instrument previously filed by the Heartland Community Association, Inc. addressing the same subject matter.

HEARTLAND COMMUNITY ASSOCIATION, INC.

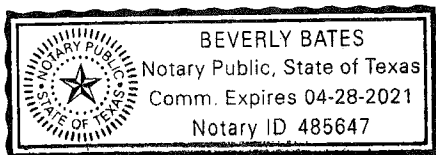
By: [Signature]  
Its: Attorney

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Heartland Community 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 22<sup>nd</sup> day of January, 2019.

[Signature]  
Notary Public, State of Texas



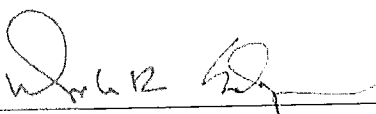
**FIRST AMENDED AND RESTATED**  
**AMENDMENT TO**  
**HEARTLAND COMMUNITY ASSOCIATION, INC.'S**  
**RULES & REGULATIONS:**  
**LEASING**

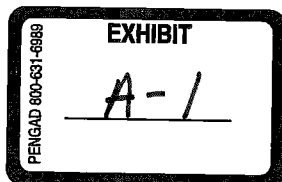
Heartland is a planned development community subject to the Amended and Restated Community Declaration of Covenants, Conditions and Restrictions for Heartland, executed by HW Heartland, LP, a Texas limited partnership, on December 21, 2011, and filed as Document No. 2011-0019517 on December 29, 2011, and recorded in Volume 4053, Page 321, *et seq.* of the Official Public Records of Kaufman County, Texas (the "*Amended and Restated Declaration*"). The Amended and Restated Declaration is administered and enforced by the Heartland Community Association, Inc.

Pursuant to the authority granted the Board of Directors of the Heartland Community Association, Inc. by the Amended and Restated Declaration, the attached shall serve to replace, in its entirety, Amendment to Section 1.5 Leases of Article I of the Rules and Regulations of the Heartland Community Association, Inc., filed on March 8, 2018, and recorded as Document No. 2018-0005501 in the Official Public Records of Kaufman County, Texas, and .

SIGNED on the 3rd day of December, 2018.

**HEARTLAND COMMUNITY ASSOCIATION, INC.**

By:   
President



## ARTICLE I, SECTION 1.5

### LEASING RULES AND REGULATIONS

1.5.1. PURPOSE. The leasing of Residences is regulated by this Section to protect the Owners' equity in the Property, to preserve the character of the Property as a residential community of predominantly owner-occupied Residences, to encourage continuity of the community's values, to prevent the Property from assuming the character of a renter-occupied subdivision, and to enhance the eligibility of Residences in the Property for mortgage financing.

1.5.2. DEFINITIONS UNIQUE TO THIS SECTION. As used in this Section, the following words and phrases have the following specified meanings:

1.5.2.1 "**Owner Occupied Residence**" means a Residence in which at least one occupant is an Owner or Owner's spouse, or is related to an Owner or Owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent.

1.5.2.2 "**Rental Property**" means (1) an occupied Residence that is not an Owner Occupied Residence, or (2) a Residence that is vacant for 3 or more consecutive months.

1.5.3. ASSOCIATION'S ROLE. In determining the identities of Owners and the numbers of Lots owned by each Owner, the Board of Directors may rely on the most recent property tax roll, updated by deeds or settlement statements obtained by the Association. In determining whether a house is an Owner Occupied Home or a Rental Property, the Board of Directors may rely on utility records, postal records, reports of neighbors, self-reporting by occupants, and other reasonably available resources. On request by the Association from time to time, Owners and renters will provide the Association with documentation of ownership, tenancy, or a qualifying relationship, as appropriate. This Section 1.5 may not be construed to create an affirmative duty for the Association to investigate the occupancy or ownership of homes in the Property.

1.5.4. RENTAL PROPERTY LIMIT. This Section 1.5 does not prohibit leasing of Residences. It does, however, limit the number of Residences that may become Rental Properties or that may be owned by any Owner or group of co-owners, when a Residence may be used as Rental Property and sets forth a minimum lease term for every lease.

1.5.4.1 Only One at a Time. A person may not own more than one Rental Property within the Property at a time. A person may live within the Property and own one Rent House within the Property, but may not own two or more Rent Houses within the Property at the same time.

1.5.4.2 Who May Own Rental Property? Without the Board of Directors' prior written permission, individuals or entities may not purchase a Residence with the intent of using the Residence as Rental Property. After purchasing a Residence, **the Owner must occupy the Residence as his home for 12 consecutive months following acquisition of the Residence before such Residence can be used as Rental Property.**

1.5.4.3 Determining Ownership. In identifying a Lot's Owner as an Owner occupant or absentee Owner, the following are considered to be the same Owner for purposes of this Section, and collectively (or jointly) may own no more than one (1) Rental Property:

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- (a) Related entities, such as corporate-type affiliates and subsidiaries, are counted as one Owner.
- (b) Co-Owners of a Lot are counted as one Owner.
- (c) The spouse of an Owner is counted with the Owner as the same Owner.
- (d) Trusts and estates established or controlled by an Owner are counted with the Owner as one Owner.

1.5.4.4 Loss of Privilege to Lease or Manage. An Owner or the Owner's manager or real estate agent, who knowingly, willfully, and significantly or repeatedly violates a provision of this Section, may be declared by the Association to be disqualified from owning or managing any Rental Property in the Property. A declaration of disqualification must be approved unanimously by the Board of Directors. The disqualification may be perpetual as to a person or entity, and may be evidenced by a Notice of Disqualification recorded in the Official Public Records of Kaufman County, Texas.

1.5.5. OWNER'S DUTY TO QUALIFY TENANTS. The Association does not process rental applications or screen or approve tenants. The purpose of this Section is to establish minimum criteria by which the Owner of a Rental Property must qualify tenants and any other occupants of the Owner's Rental Property.

1.5.5.1 Positive Rental History. Adult occupants of a Rental Property must have at least one year current and verifiable residential rental history, and no history of evictions.

1.5.5.2 No Section 8 Housing. A Rental Property may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.

1.5.5.3 No Sex Offenders. No occupant of any Rental Property may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 16 years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when he committed the offense and who was not convicted as an adult, is exempt from the application of this Section.

#### 1.5.6. ADDITIONAL RESTRICTIONS ON LEASING.

1.5.6.1 No "For Rent" or "For Lease" Signs. No person may post or maintain a sign anywhere on the Property that advertises a house for rent or for lease. This blanket prohibition includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.

1.5.6.2 Supervision of Maintenance. The Owner of a Rental Property is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and the exterior of the Rental Property to ensure the Rental Property and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.

1.5.6.3 Surrogates. The Association may refuse to recognize (1) a renter as a representative of the Owner unless the renter presents documentation that the renter is the Owner's attorney in fact for all purposes pertaining to the Rental Property, or (2) the renter is the Owner's appointed proxy for a meeting of the Association.

1.5.6.4 Use of Recreational Facilities. Tenants are not allowed to use the Recreational Facilities, and will not receive pool passes, unless the Owner has delivered a copy of the lease to

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the Association. An Owner who does not occupy a Residence is not entitled to use the Recreational Facilities if the Residence is occupied as a Rental Property. Although an Owner has a general right to delegate to his tenant the Owner's right to use the Recreational Facilities, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.

1.5.6.5 Different Rules. The Association may promulgate use rules for tenants that are different from use rules for Owners who occupy their Residences. Also, the Association may prohibit, limit, and/or charge for the use of Recreational Facilities by tenants.

1.5.6.6 Owner Responsibility. Owner shall instruct tenants to channel all communications regarding the Association to the Owner, except in cases of emergency, who will in turn communicate directly with the Association on behalf of the tenants. The Owner of a Rental Property remains liable to the Association for all assessments, duties, and communications relating to the Rental Property and its occupants.

1.5.6.7 Association Not Liable for Damages. The Owner of a Rental Property is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner or his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner's tenant.

1.5.7. LEASE CONDITIONS. Every lease agreement on a Residence, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

1.5.7.1 Occupancy. No Residence may be rented for transient or hotel purposes or for a period less than six (6) months, no Residence may be subdivided for rent purposes, and not less than an entire Residence may be leased.

1.5.7.2 Leases Are Subject to Governing Documents. Whether or not it is so stated in a lease, (1) every lease is subject to the Governing Documents which shall include at a minimum and, without limitation, the Heartland Rules and Regulations, as amended; (2) all leases must be in writing and must be made subject to the Governing Documents; (3) an Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto; and (4) each tenant is subject to and must comply with all provisions of the Governing Documents, federal and State laws, and local ordinances.

1.5.7.3 Association as Attorney-in-Fact. Failure by the tenant or his invitees to comply with the Governing Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this Section. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each Owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Governing Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Governing Documents.

1.5.8. APPLICABILITY TO OWNERS. This Section applies to every Owner of every Lot, except for the following limited categories of Owners who are expressly exempt from the effect of this Article:

## SECTION 1.5 – LEASING RULES & REGULATIONS



- Declarant and Builders, during the Declarant Control Period. (The exemption of Declarant and Builders does not pass to their respective successors and assigns.)
- Any Residence used for a purpose that is expressly protected by public ordinance or law, such as qualified community homes for disabled persons, for only so long as a house is used for the protected purpose.

1.5.9. APPLICABILITY TO MANAGERS & AGENTS. Any person who markets or manages a Rental Property for the benefit of an Owner is an agent of the Owner and is bound by the provisions of this Article in the same manner as the Owner. The Association may limit the number of Rental Properties that may be managed or marketed by one person or firm, provided the number is not less than 5. A person who manages or markets Rental Properties is subject to loss of privilege to perform services in the Property for violations of this Section.

1.5.10. ENFORCEMENT. Violations of this Section 1.5 will result in the imposition of sanctions. The Board of Directors is authorized to suspend privileges of Owners who lease their property in violation of the terms hereof. The suspension will also apply to such Owner's tenants. Owners who purchase more than one Rental Property following the effective date hereof may be compelled to terminate leases or sell one or more Residences in order to comply with this Section 1.5. Violation fines may also be levied for violations of this Section 1.5 after compliance with any notice and hearing requirements if provided for by applicable law. The Board, in its sole and absolute discretion, has the authority to determine whether a violation is deemed "incurable" and dispense with any requirement to provide an opportunity to cure. The amount of any single violation fine imposed herein is in the sole discretion of the Board of Directors. Although violation fines can be imposed on a per diem basis or such other time-schedule as the Board determines, violation fines may be significant and substantial in amount given the Purpose paragraph of this Section 1.5. Violation fines will be levied, in part, to provide an economic disincentive to Owners from renting Residences in violation of this Section 1.5. The Association reserves the right to file suit seeking damages, injunctive relief, and an award of attorney's fees for breach of this Section 1.5. A breach of this Section 1.5 shall be deemed to have caused irreparable harm for which an injunction may issue. In any such suit or proceeding, the Association shall be entitled to an award of its attorney's fees incurred in enforcing this Section 1.5 as a restrictive covenant.

1.5.11. VARIANCE. The Board of Directors may grant a variance or waiver of all or part of this Section on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances.

1.5.12. EFFECTIVE DATE. This Section 1.5 becomes effective 10 calendar days after the Association notifies the membership that this Section 1.5 has been adopted and publicly recorded. An Owner (as determined by 1.5.4.3 above) who owns more than one Rental Property, or who is under contract to purchase additional Rental Property on the date this Section 1.5 becomes effective, is "grandfathered" as to such Rental Property so owned or under contract; however, said Owner may not, following the effective date, acquire more Rental Property or exchange Rental Property if the result is that the Owner will have more than one Rental Property within the Property. With regard to Rental Property subject to a lease which is publicly financed or part of a subsidized housing program, whose term has not expired as of the effective date of this Section 1.5, the Owner (as determined by 1.5.4.3 above) may continue to extend such lease under any publicly financed or subsidized housing program so long as the tenants and occupants of said Rental Property on the effective date remain the same.

## SECTION 1.5 – LEASING RULES & REGULATIONS