

**RESOLUTION OF  
HEARTLAND COMMUNITY ASSOCIATION, INC.  
FIRST AMENDED AND RESTATED VIOLATION ENFORCEMENT POLICY**

**WHEREAS**, Heartland Community Association Inc. ("Association") has authority, pursuant to the Amended and Restated Community Declaration of Covenants, Conditions and Restrictions for Heartland ("Declaration") and the Amended and Restated Bylaws of Heartland Community Association, Inc. ("Bylaws"), to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration and/or the Heartland Design Guidelines and Construction Specifications ("Design Guidelines");

**WHEREAS**, The Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and the Design Guidelines (collectively, the "Governing Documents") and for the elimination of violations found to exist within Heartland;

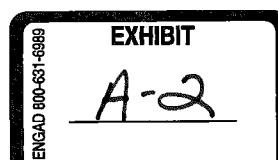
**NOW THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Governing Documents, and for the elimination of violations of such provisions found to exist in, on or about any property within the Heartland Community, and the same are to be known as the "Violation Enforcement Policy" of the Association. While the Board intends to follow the procedures set forth below, the Board reserves the right, in its sole and absolute discretion, to vary from these procedures due to the unique circumstances of a particular situation and only to the extent allowed by applicable law (to wit, where injunctive relief is required or privileges are suspended temporarily due to a Violation occurring on Common Area which involves a significant and immediate risk of harm to others in the subdivision). This Violation Enforcement Policy does not apply to violations relating to non-payment of assessments and other amounts owed to the Association, including, but not limited to, late fees, interest, collection costs and attorneys' fees, except to the extent that the sanction to be imposed is the suspension of Common Area privileges due to non-payment.

1. **Establishment of a Violation.**

- a. **Architectural.** Any improvements of any kind or nature erected, placed or altered on any Lot which has not been first approved by the Architectural Control Committee or which does not in all respects conform to that which has been so approved is deemed a "Violation" under this Violation Enforcement Policy for all purposes.
- b. **Use Restrictions.** Any activity or condition allowed to continue on any Lot that is not allowed by the Governing Documents and which has not been approved by the Architectural Control Committee is deemed a "Violation" under this Violation Enforcement Policy for all purposes.

2. **Notice of Violation.**

- a. **Notice of Violation.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, Management will send to the Lot Owner a written notice of the discovery of the Violation ("Notice of Violation"). The Notice of Violation will be sent via certified mail, return receipt requested, per Section 209.006 of the Texas Property Code, and will inform the recipient as follows:
  - (i) The date the Notice of Violation was prepared or mailed. A description of the Violation, the rule or section of the Declaration/Design Guidelines being violated,



a description and amount of property damage claimed, if any, and a statement of the amount due the Association from the Owner, if any;

- (ii) A date certain that the Violation must be cured. If the Owner was given notice and a reasonable opportunity to cure a similar Violation within the preceding six months, at the Association's option, the Owner will not be entitled to a cure period and fines will begin to accrue immediately upon notification.
- (iii) A description of the action required to cure the Violation;
- (iv) The date the fine attaches or begins accruing if the Violation is not cured. If the Violation is not ongoing but instead sporadic or periodic, notice that any future Violation of the same rule or provision of the Declaration/Design Guidelines shall result in the immediate levy of a fine;
- (v) If necessary, work on any Improvement must cease immediately and may not resume without the expressed written approval of the Board of Directors or Architectural Control Committee;
- (vi) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration, Bylaws or this Violation Enforcement Policy;
- (vii) Notwithstanding the levying of a fine or the imposition of any sanction, the Lot Owner shall have the right, within thirty (30) days from the Lot Owner's receipt of the Notice of Violation, to request a hearing before the appropriate Committee or the Board of Directors and, if the hearing is held before a Committee, the Committee's decision can be appealed to the Board;
- (viii) In the event the Association incurs attorney's fees to cure the violation, either after the thirty (30) day period mentioned above, if a hearing is not requested, or after a hearing if one is conducted, such fees shall be charged to the Lot Owner's account; and
- (ix) If the Lot Owner is serving on active military duty, the Lot Owner may have special rights or relief related to enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*).

b. Failure to Remedy. Failure to: (i) cease all work immediately upon receipt of the Notice of Violation, or (ii) remedy the current violation existing upon the Lot within by the date set forth in the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following:

- (i) fines being levied by the Association against the Lot Owner until the Violation is cured,
- (ii) correction of the offending Improvement by the Association at the expense of the Lot Owner with the costs levied against the Lot Owner as an Individual Assessment, which is secured by the Assessment Lien against the Lot;
- (iii) assessing the Lot Owner for property damage;

- (iv) suspending Lot Owner's right to use the common area;
- (v) filing suit against a Lot Owner; and/or
- (vi) the pursuit of any other remedy available at law or in equity, by and through the Governing Documents, including but not limited to injunctive relief.

Management shall send to the Lot Owner a formal Notice of Fine informing the recipient of the continuing Violation and the remedy chosen as a result thereof.

- a. **Fine Structure.** The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency and effects of the violation. The Association may, but is not obligated to, establish schedules of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations for the same provision of the Governing Documents.
- b. **Hearing.** Included in the Notice of Violation will be notice of the opportunity for the Lot Owner to request a hearing before the appropriate Advisory Committee. The Notice of Violation will allow the Lot Owner thirty (30) days from the date thereof to contact Management, in writing, to request a hearing. Should the Lot Owner fail to contact Management within thirty (30) days of the date of the Notice of Violation, that party will have waived its opportunity to request a hearing.

3. **Corrective Action.** Notwithstanding any requirement contained herein to the contrary, and in addition to any remedy contained herein, where a Violation is determined to exist pursuant to any provision of this Violation Enforcement Policy, Management, with the approval of the majority of the Board of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management decides to initiate any action, the following will apply:

- a. Management must give the Lot Owner, and any third party directly affected by the proposed action, prior written notice of undertaking of the action. The foregoing notice may be given at any time.
- b. Any cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Lot Owner as an Individual Assessment as set forth in Article VI of the Declaration.
- c. The Association, and its agents and contractors, will not be liable to the Lot Owner or any third-party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association and its agents have acted reasonably and in conformity with this Violation Enforcement Policy.

4. **Referral to Legal Counsel.** Notwithstanding any requirement contained herein to the contrary, and in addition to any remedy contained herein, the Association may refer the Violation to legal counsel at any time in the enforcement process for action seeking injunctive relief against the Owner to correct or otherwise abate the Violation or to pursue any other legal or equitable remedy that may be available to the Association. Any attorneys' fees and costs incurred by the Association in correcting or abating a Violation shall be charged to the Owner's assessment account. The Owner will be liable for such attorneys' fees and costs if the same were incurred after the conclusion of a hearing before the Board of

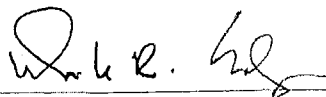
Directors or if the Owner does not request a hearing, after the thirtieth (30<sup>th</sup>) day from the date of the Notice of Violation. Notwithstanding the above, neither written notification, a hearing or the expiration of a thirty (30) day period is required before charging attorney's fees and costs to the Owner's assessment account where the Association files suit seeking a temporary restraining order or temporary injunctive relief.

5. **Notices.**

- a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, when the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
- b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Violation Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

6. **Cure of Violation During Enforcement.** A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Violation Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Lot Owner will remain liable for all costs and fines under this Violation Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an Individual Assessment pursuant to Article VI of the Declaration.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Heartland Community Association, Inc., to be effective as the date it is recorded in the Official Public Records of Kaufman County, Texas, and to remain in effect until such date that it may be modified, rescinded or revoked by the Board.. This Resolution serves to replace that certain dedicatory instrument filed as Document No. 2013-0021721 in the Official Public Records of Kaufman County, Texas



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President

EXHIBIT "A"  
FINE SCHEDULE

THE HEARTLAND COMMUNITY FINE GUIDELINES

These Fine Guidelines apply to all properties in Heartland Community Association. The fine amounts noted are merely a guideline, and the Board of Directors has the sole and absolute discretion to impose greater or lesser fine amounts depending upon the facts of any particular violation. Any fines imposed by the Association shall be implemented according to the Heartland Violation Enforcement Policy.

General Violations.

Step 1: Notice of Violation	\$0
Step 2: First Fine Letter	\$25
Step 3: Second Fine Letter	\$50
Step 4: Third Fine Letter	\$75

Fines will be levied every ten (10) days so long as the violation remains uncured.

Violation of Leasing Rules & Regulations.

\$2,500 a month

Tenants - Owner's are responsible to ensure tenants receive and comply by the Heartland Community Association Rules and Regulations. Owner's are subject to fines and penalties if tenants do not comply.

**EXHIBIT B**

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

- (a) Tract A, Phase 1A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on February 22, 2006 as Document No. 00004036 in Volume 2827, Page 511; in Cabinet 2, Slide 705 of the Plat Records of Kaufman County, Texas;
- (b) Tract A, Phase 1B of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on February 22, 2006 as Document No. 00004037 in Volume 2827, Page 512; in Cabinet 2, Slide 706 of the Plat Records of Kaufman County, Texas;
- (c) Tract A, Phase 2A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on October 20, 2006 as Document No. 2006-00025073 in Volume 2996, Page 208; in Cabinet 2, Slide 757 of the Plat Records of Kaufman County, Texas;
- (d) Tract A, Phase 2B of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on October 23, 2007 as Document No. 2007-00025180 in Volume 3276, Page 11; in Cabinet 3, Slide 38 of the Plat Records of Kaufman County, Texas;
- (e) Tract A, Phase 2C of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on October 20, 2006 as Document No. 2006-00025071 in Volume 2996, Page 205; in Cabinet 2, Slide 756 of the Plat Records of Kaufman County, Texas;
- (f) Tract A, Phase 3A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on October 23, 2007 as Document No. 2007-00025182 in Volume 3276, Page 14; in Cabinet 3, Slide 37 of the Plat Records of Kaufman County, Texas;
- (g) Tract A, Phase 3B of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on October 25, 2010 as Document No. 2010-0017318 in Volume 3847, Page 82; in Cabinet 3, Slide 128 of the Plat Records of Kaufman County, Texas;

- (h) Tract B, Phase 1A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on February 22, 2006 as Document No. 00004035 in Volume 2827, Page 510; in Cabinet 2, Slide 704 of the Plat Records of Kaufman County, Texas;
- (i) Tract B, Phase 2A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on August 31, 2007 as Document No. 2007-00020983 in Volume 3241, Page 266; in Cabinet 3, Slide 25 of the Plat Records of Kaufman County, Texas;
- (j) Tract B, Phase 3A of **HEARTLAND**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on April 22, 2009 as Document No. 2009-00006790 in Volume 3573, Page 408; in Cabinet 3, Slide 99 of the Plat Records of Kaufman County, Texas;
- (k) **HEARTLAND Parcel 5**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded as Document No. 2014-0011725 of the Plat Records of Kaufman County, Texas;
- (l) **HEARTLAND Parcel 6**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on September 14, 2015 as Document No. 2015-00147460 in Volume 4874, Page 186 of the Plat Records of Kaufman County, Texas;
- (m) **HEARTLAND Parcel 6A**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on September 21, 2015 as Document No. 2015-0017943 in Volume 4878, Page 521 of the Plat Records of Kaufman County, Texas;
- (n) **HEARTLAND Parcel 7A**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on May 13, 2016 as Document No. 2016-0009010 in Volume 3, Page 279 of the Plat Records of Kaufman County, Texas;
- (o) **HEARTLAND Parcel 8**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on August 28, 2017 as Document No. 2017-0019577 in Volume 3, Page 352 of the Plat Records of Kaufman County, Texas;
- (p) **HEARTLAND Parcel 8 of Windfield Village Phase I**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof

recorded on May 16, 2016 as Document No. 2016-0009091 in Volume 3, Page 280 of the Plat Records of Kaufman County, Texas;

- (q) **HEARTLAND Parcel 9A of Windfield Village Phase I**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on May 16, 2016 as Document No. 2016-0009112 in Volume 3, Page 281 of the Plat Records of Kaufman County, Texas;
- (r) **HEARTLAND Parcel 10A**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on May 13, 2016 as Document No. 2016-0009007 in Volume 5039, Page 476 of the Plat Records of Kaufman County, Texas;
- (s) **HEARTLAND Phase 7, Parcel 10B**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on March 30, 2017 as Document No. 2017-0006797 in Volume 5300, Page 559 of the Plat Records of Kaufman County, Texas;
- (t) **HEARTLAND Phase 7B**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on February 23, 2017 as Document No. 2017-0003985 in Volume 5270, Page 401 of the Plat Records of Kaufman County, Texas;
- (u) **HEARTLAND Tract A4A, Autumn Village Phase Two**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on May 13, 2016 as Document No. 2016-0019473 in Volume 5152, Page 101 of the Plat Records of Kaufman County, Texas;
- (v) **HEARTLAND 9A**, an Addition to the City of Forney, Kaufman County, Texas, according to the map or plat thereof recorded on May 29, 2015 as Document No. 2015-0009718 in Volume 4795, Page 35 of the Plat Records of Kaufman County, Texas; and
- (w) **Any other real property subjected to the Amended and Restated Community Declaration of Covenants, Conditions and Restrictions for Heartland**, filed on December 29, 2011 as Document No. 2011-0019517, and recorded in Volume 4053, Page 321, *et seq.* of the Official Public Records of Kaufman County, Texas, including any amendments or restatements thereof and supplements thereto.