

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2024-0001901

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**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:

HENRY ODDO AUSTIN & FLETCHER, P.C.
1717 MAIN STREET, SUITE 4600
DALLAS, TX 75201



AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201

**TWENTIETH 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 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:

- ***Resolution of Heartland Community Association, Inc. - First Amended and Restated Violation Enforcement 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.

IN WITNESS WHEREOF, Heartland Community Association, Inc. has caused this Twentieth 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 set forth in a dedicatory instrument, serves to supplement those certain dedicatory instrument filings recorded in the

Exhibit A

**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. **First Notice (Courtesy Notice).** Upon verification of the existence of a Violation by the Association or management company representative (“*Management*”) of the Association, the Association may send to the Owner a written notice of the existence of the Violation (“*First Courtesy Notice*”). The First Courtesy Notice will be sent via first class mail and, if the Association has an e-mail address for the Owner, a copy of the First Notice may also be sent by e-mail (in lieu of or in addition to regular mail). The First Courtesy Notice will generally inform the Owner of the following:

- (i) The nature, description, and location of the Violation;
- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within no less than (10) days^{1,2} of the date of the First Courtesy Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the DRC, to disregard the notice.

The Association may send, but is under no obligation, one (1) or more Courtesy Notice(s). The Association or Management may, in lieu of the First Courtesy Notice, proceed immediately to the Notice of Violation set forth in 2 (b) below.

b. 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;

¹ For purposes of this Enforcement Policy, the term "days" shall mean calendar days.

² The Board may require certain Violations be cured within three (3) days from the date of the letter.

- (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.*).
- c. 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.

- d. Fine Schedule. The Association may levy fines in accordance with the Fine Schedule attached hereto as Appendix A. The Board of Directors reserves the right to levy a fine at variance with the Fine Schedule on a case-by-case basis.
- e. Hearing. The Notice of Violation will advise the Lot Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed. 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. If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written

request for a hearing. The Association shall notify the Lot Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Lot Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Lot Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Lot Owner in a timely manner, the Lot Owner is entitled to an automatic 15-day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Lot Owner. Following the presentation by the Board, the Lot Owner or the Lot Owner's designated representative is entitled to present the Lot Owner's information and issues relevant to the appeal or dispute. The Lot Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Lot Owner in writing of its action within ten (10) days after the 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 and rules by any Lot Owner.

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 (30th) 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.** 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, upon the earlier to occur of the following:

- a. When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.
- b. When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after 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. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

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 Violation Enforcement Policy filed as Document No. 2019-0001655 in the Official Public Records of Kaufman County, Texas.

Mark Colgren

President

Appendix "A"

THE HEARTLAND COMMUNITY ASSOCIATION FINE SCHEDULE

This Fine Schedule applies to all properties in Heartland. The Board of Directors reserves the right to levy a fine at variance with the Fine Schedule on a case-by-case basis. Any fines imposed by the Association shall be implemented according to the Heartland Violation Enforcement Policy.

<u>Curable Violations</u>	
Initial Fine	\$50.00
Second Fine	\$75.00
Third Fine	\$100.00
Fourth and Subsequent Fines	\$125.00
<u>Leasing Violations</u>	
	\$2,500.00 per month
<u>Unapproved Modifications</u>	
Initial Fine	\$100.00
Second Fine	\$150.00
Third Fine	\$200.00
Fourth and Subsequent Fines	\$250.00
<u>Incurable Violations and Violations Which Pose a Threat to Public Health or Safety</u>	
Depending on the Nature and Severity of the Violation	Not to exceed \$2,000

Except for Leasing Violations, Incurable Violations, or Violations Which Pose a Threat to Public Health or Safety, fines for Curable Violations and Unapproved Modifications will be levied every ten (10) days so long as the violation remains uncured.

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

COMMON CURABLE VIOLATIONS *

Holiday Decorations (if not removed within 30 days of the holiday)
Property used for storage (boats, vehicles, trailers, ATV, RVs, oversized work trucks, and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood/siding, broken, missing or dilapidated fence pickets/fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc.
Littering in Common Areas
Modification, and/or addition made to Property without prior approval from the ACC
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable
Vehicle parking violations
Unapproved roof
Unapproved Recreational equipment
Livestock or poultry kept on property

*** This is not an exhaustive list of violations.**

Exhibit B

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;
- (w) **HEARTLAND Phase 9**, according to the Plat thereof recorded as Instrument No. 2018-017357 in the Map or Plat Records of Kaufman County, Texas;

- (x) **HEARTLAND Phase 10A**, according to the Plat thereof recorded as Instrument No. 2018-017244 in the Map or Plat Records of Kaufman County, Texas;
- (y) **HEARTLAND Phase 10B**, according to the Plat thereof recorded as Instrument No. 2018-017300 in the Map or Plat Records of Kaufman County, Texas;
- (z) **HEARTLAND Phase 11**, according to the Plat thereof recorded as Instrument No. 2019-0006671 in the Map or Plat Records of Kaufman County, Texas;
- (aa) **HEARTLAND Phase 12B**, according to the Plat thereof recorded as Instrument No. 2019-0014082 in the Map or Plat Records of Kaufman County, Texas;
- (bb) **HEARTLAND Phase 13**, according to the Plat thereof recorded as Instrument No. 2020-0001330 in the Map or Plat Records of Kaufman County, Texas.
- (cc) **HEARTLAND Phase 14**, according to the Plat thereof recorded as Document No. 2021-0001375 in the Map or Plat Records of Kaufman County, Texas.
- (dd) **HEARTLAND Phase 15**, according to the Plat thereof recorded as Instrument No. 2020-00015435 in the Map or Plat Records of Kaufman County, Texas.
- (ee) **HEARTLAND Phase16**, according to the Plat thereof recorded as Document No. 2020-0025346 in the Map or Plat Records of Kaufman County, Texas.
- (ff) **HEARTLAND Phase16B**, according to the Plat thereof recorded as Document No. 2021-0020537 in the Map or Plat Records of Kaufman County, Texas.
- (gg) **HEARTLAND Phase17**, according to the Plat thereof recorded as Document No. 2021-0015709 in the Map or Plat Records of Kaufman County, Texas.
- (hh) **HEARTLAND Phase18**, according to the Plat thereof recorded as Document No. 2021-0015707 in the Map or Plat Records of Kaufman County, Texas.
- (ii) **HEARTLAND Phase19**, according to the Plat thereof recorded as Document No. 2021-0051800 in the Map or Plat Records of Kaufman County, Texas.

- (jj) **HEARTLAND Phase 20**, according to the Plat thereof recorded as Document No. 2022-0005634 in the Map or Plat Records of Kaufman County, Texas.
- (kk) **HEARTLAND Phase 21**, according to the Plat thereof recorded as Document No. 2022-0044135 in the Map or Plat Records of Kaufman County, Texas.
- (ll) **HEARTLAND Phase 22**, according to the Plat thereof recorded as Document No. 2022-0020078 in the Map or Plat Records of Kaufman County, Texas.
- (mm) **HEARTLAND Phase 23**, according to the Plat thereof recorded as Document No. 2022-0020080 in the Map or Plat Records of Kaufman County, Texas.
- (nn) **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.**