

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2024-0002136

**Billable Pages: 14
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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 01/24/2024 at 03:12 PM</p> <p>Document Number: <u>2024-0002136</u></p> <p>Receipt No: <u>24-2031</u></p> <p>Amount: \$ <u>77.00</u></p> <p>Vol/Pg: <u>V:8363 P:246</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: Leslie De La Rosa, 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

**TWENTY- FIRST SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR
HEARTLAND COMMUNITY ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

The undersigned, as attorney for the Heartland Community Association, 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:

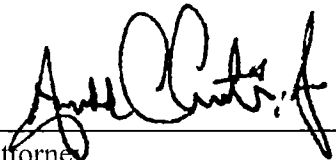
- ***Resolution of the Board of Directors of Heartland Community Association Regarding the Collection and Payment of Assessments and Other Charges and Fees*** (Exhibit "A").

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 has caused this Twenty-First 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 Official

Public Records of Kaufman County, Texas: (i) as Instrument No. 2009-00003584; (ii) as Instrument No. 2013-0021721; (iii) as Instrument No. 2014-0003256; (iv) as Instrument No. 2014-0018093; (v) as Instrument No. 2015-0019237; (vi) as Instrument No. 2015-0021214; (vii) as Instrument No. 2016-0018479; (viii) as Instrument No. 2017-0010348 ; (ix) as Instrument No. 2017-0020934; (x) as Instrument No. 2017-0023071; (xi) as Instrument No. 2018-0005501; (xii) as Instrument No. 2019-0001655; (xiii) as Instrument No. 2020-0000442; (xiv) as Instrument No. 2020-0013104; (xv) as Instrument No. 2021-0004172; (xvi) as Instrument No. 2021-003104; (xvii) as Instrument No. 2021-0048047; (xviii) as Instrument No. 2022-0030318; (xix) as Instrument No. 2023-0011183; and (xx) as Instrument No. 2024-0001901.

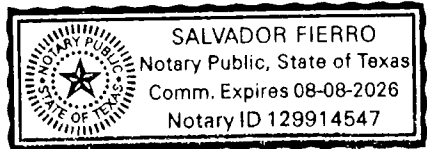
**HEARTLAND COMMUNITY
ASSOCIATION**

By: 
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, 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 24th day of January, 2024.



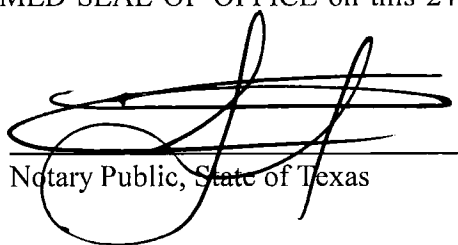

Notary Public, State of Texas

Exhibit A

**RESOLUTION OF THE
BOARD OF DIRECTORS OF
HEARTLAND COMMUNITY ASSOCIATION
REGARDING THE
COLLECTION AND PAYMENT OF ASSESSMENTS
AND OTHER CHARGES AND FEES**

WHEREAS the Board of Directors ("*Board*") of Heartland Community Association (the "*Association*") is empowered to govern the affairs of the Association; and,

WHEREAS, there is a need to adopt a specific policy on collections and payment of assessments and other charges and fees; and

WHEREAS, it is the intent that this policy shall rescind all prior policies relative to the collection of assessments, shall be applicable to all owners, and shall remain in effect until otherwise rescinded, modified, or amended by the Board.

NOW, THEREFORE BE IT RESOLVED THAT the following policy on collection and payment of assessments and other charges and fees is hereby adopted by the Board:

DUE DATES AND DELINQUENCY DATES

Due Date for Regular Assessments – Regular Assessments shall be billed semi-annually and each semi-annual installment is due in full on the 1st day of February and the 1st day of August (the "*Regular Assessment Due Date*").

Due Date for Service Area Assessments – Service Area Assessments shall be billed monthly and each monthly assessment is due in full on the 1st day of the month (the "*Service Area Assessment Due Date*").

Due Date for Special Assessments and Special Service Area Assessments - Special Assessments and Special Service Area Assessments shall be due as determined by the Board and set forth in the invoice for such assessments (the "*Special Assessment Due Date*").

Due Date for Individual Assessments – Individual Assessments shall be due as set forth in any invoice reflecting such assessment or, if none stated, then within ten (10) days from the date of said invoice (the "*Individual Assessment Due Date*").

Delinquency Date for Regular Assessment – Any semi-annual installment of the Regular Assessment not received within 30 days after the Regular Assessment Due Date shall be delinquent (the "*Delinquency Date*").

Delinquency Date for Service Area Assessments – Any monthly installment of the Service Area Assessment not received within 30 days after

the Due Date for Service Area Assessment Due Date shall be delinquent (the "*Delinquency Date*").

Delinquency Date for Special Assessments and Special Service Area Assessment – Any Special Assessment or Special Service Area Assessment not received within 30 days after the Special Assessment Due Date shall be delinquent (the "*Delinquency Date*").

Delinquency Date for Individual Assessments – Any Individual Assessment not paid within 30 days after by the Individual Assessment Due Date shall be delinquent (the "*Delinquency Date*").

Late Fees, Delinquency Administrative Fees, and Returned Check Fees – Should payment of any of the foregoing assessments not be paid by the Delinquency Date, the Owner's account will be subject to the imposition of a late fee and a delinquency administration fee. A late fee will be imposed on the Delinquency Date and on the last day of each month thereafter in which an account reflects an unpaid assessment balance. The late charge shall be in the amount of \$10.00 per month. In addition, a delinquency administration fee in the amount of \$15.00 will be charged each month an account reflects an unpaid balance. For each check that is returned by a bank for any reason, the owner's account will be charged any related bank charge and/or handling fee incurred by the Association.

MAILINGS AND ACTION STEPS

Delinquency Notice - Assessments or other charges due to the Association not paid by the Delinquency Date may cause the Association to send a written notice ("*Delinquency Notice*") via certified mail: (i) advising the Owner of non-payment, (ii) stating the amount past due, (iii) notifying the Owner that late fees have accrued, (iv) advising the Owner of a right to request a hearing before the Board within thirty (30) days from the date of the Delinquency Notice, and (v) advising the Owner that access to amenities will be suspended if account balance is not paid in full within thirty (30) days from the date of the Delinquency Notice.

Notice of Past Due Amounts – Any account remaining delinquent 30 days after the Delinquency Notice has been sent may receive a notice of past due amounts admonishing the Owner that prompt payment is required to avoid additional late fees and continued suspension to right to use amenities.

Severe Delinquency – The Owner whose account remains unpaid 120 days after Delinquency Date will be mailed a written notice of the severity of their delinquent account stating amounts past due, notice of any fees that have accrued and the immediate need for the owner to call the association to make payment or discuss payment plan arrangements.

PAYMENT APPLICATION POLICY

Except as otherwise provided for and authorized by law, any payment received by the Association from an owner, whose account reflects an unpaid balance, shall be applied to the outstanding balance in the following order:

1. Any delinquent assessment
2. Any current assessment
3. Costs of collection, including attorney's fees and any other charge that could serve as the basis for foreclosure
4. Any attorney's fees which were not incurred to collect assessments
5. Violation fines
6. Any other amount owed the Association

PAYMENT PLANS

It is the intention of the Board to work with homeowners who have a legitimate reason and/or hardship to satisfy their obligation to the Association without penalizing those who make their payments on time. Therefore, in an effort to assist these homeowners in the payment of their obligation to the Association, the Board has established the following policy available to all homeowners upon their written request and subject to the following conditions:

1. Terms for repayment of delinquent amount shall not exceed eighteen (18) months.
2. Assessments that become due during the term of the payment plan are not included in the payment plan and must be paid when due.
3. The payment plan must include the total debt to the Association including late fees, collection fees, fines and other collection costs.
4. To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the request for a payment plan.
5. Additional costs associated with administering the payment plan on the unpaid balance on the homeowner's account will be added to the homeowners account during the term of the payment plan.
6. The plan must contain a schedule setting forth the date each payment will be made and the amount of each payment, and all payments must be received on or before the scheduled due date.

Should the homeowner default on an approved payment plan:

1. The Association's collection policy shall be reinstated at the point of interruption when the payment plan was initiated.

Failure to respond to this notice will result in additional fees and/or possible legal action.

Association Demand Letter – The Owner whose account remains unpaid 180 days after the Delinquency Date will be mailed an Association Demand Letter. The Association Demand Letter shall: (i) be sent via certified mail, return receipt requested, and First Class US Mail, (ii) specify each delinquent amount and the total amount of the payment required to make the account current, (iii) provide a period of at least 45 days to bring the account current; and (iv) provide information relative to the availability of a payment plan. This letter is referred to a 209 letter which is required by law before an account can be sent to the attorney for collection.

Attorney Demand Letter – An Attorney Demand Letter will be mailed to the Owner no earlier than 30 days after the Association has sent the Owner an Association Demand Letter.

Notice of Assessment Lien – A Second Attorney Demand Letter will be mailed and a Notice of Assessment Lien will be filed of record with the County Clerk's office no earlier than 30 days after the Attorney Demand Letter is sent.

Pre-Application Demand Letter – A final demand will be sent to the Owner no earlier than 21 days after the Notice of Assessment Lien has been filed of record with the County Clerk's office.

Application for Expedited Foreclosure – An Application for Expedited Foreclosure will be filed with the District Clerk's office no earlier than 30 days after the Pre-Expedited Foreclosure Demand Letter was sent so long as the account balance exceeds \$1,000.

Foreclosure Proceedings – Once the Court approves the Association's request for foreclosure, the property will be posted for foreclosure at the County Courthouse if approved by the Board.

Communication with Association Members – All communication with a delinquent Association Member shall be handled through the office of the Association's attorney once a matter has been referred to the attorney. Neither the Association's representative nor any Member of the Board of Directors shall discuss the collection of the account directly with an Association Member after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

SUSPENSION OF PRIVILEGES

Any delinquent account is subject to the suspension of privileges; including attendance at all Heartland sponsored events and access to amenities upon compliance with the notice and hearing provisions contained in Chapter 209 of the Texas Property Code.

- 2. The homeowner's unpaid balance shall become immediately due and payable.

Any payments received after the breach of an approved payment plan can be applied in any priority as determined by the Board except for fines.

FEE WAIVER REQUESTS

It is the intention of the Board to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments on time. The Board recognizes that extenuating circumstances may prevent a homeowner from paying assessments before they become delinquent. Therefore, the Board will grant a waiver to any homeowner subject to the following limitations:

- 1. Requests for waivers shall not be granted for any assessment, out of pocket collection costs to the Association, i.e. demand letters, attorney fees, other collection expense, etc.
- 2. Requests for waivers shall not be granted to any homeowner who has previously received such a waiver within the past 24 months.
- 3. Requests for waivers shall not be granted to any homeowner who has defaulted on a previously approved payment plan.
- 4. All approved waivers will be subject to the homeowner's unpaid balance being received within five (5) business days of the date the waiver approval was communicated to the homeowner. If a homeowner is unable to pay the unpaid balance within this time-period, the waiver will be denied but the homeowner will be allowed the opportunity to request a payment plan, if eligible under the terms of this policy.
- 5. Late fees or other waived charges shall not be removed from the homeowners account until the homeowner's payment has been received and cleared.

This is to certify that the foregoing Resolution was adopted by the Board of Directors of Heartland Homeowners Association, Inc., on December 5, 2023, and shall remain in effect until such date as it may be modified, rescinded or revoked.

DocuSigned by:

 _____, President
1CB39A0B7FF047B...

DocuSigned by:

 _____, Secretary/Treasurer
0EF5CF1A549C4E8...

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.**