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CERTIFICATE

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AFTER RECORDING, PLEASE RETURN TO:

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

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR HEATH CROSSING HOMEOWNERS ASSOCIATION

| STATE OF TEXAS | § |
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| COUNTY OF ROCKWALL | § |

The undersigned, as attorney for Heath Crossing Homeowners Association, 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 (the "*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- 1. Policy Establishing the Composition of the Architectural Review Authority (Exhibit A-1);
- 2. Policy Resolution of the Heath Crossing Homeowners Association Establishing Criteria for Obtaining Bids or Proposals for Certain Contracts (Exhibit A-2);
- 3. Guidelines for the Display of Certain Religious Items (Exhibit A-3);
- 4. Covenant Enforcement Resolution: Hearing Before the Board (Exhibit A-4);
- 5. Guidelines for Security Measures (Exhibit A-5);
- 6. Guidelines for the Installation of Swimming Pool Enclosures (Exhibit A-6); and

7. Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors (Exhibit A-7).

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. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Heath Crossing Homeowners Association has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Rockwall County, Texas.

HEATH CROSSING HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation

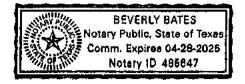
| By:_ | | |
|------|----------|--|
| Its: | Attorney | |

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Heath Crossing Homeowners 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 1st day of September, 2021.

Notary Public, State of Texas



STATE OF TEXAS

COUNTY OF ROCKWALL

HEATH CROSSING HOMEOWNERS ASSOCIATION

POLICY ESTABLISHING THE COMPOSITION OF THE ARCHITECTURAL REVIEW AUTHORITY

- (1) This Policy controls and prevails over the terms in the Declaration in order to comply with an overriding statutory mandate pursuant to Section 209.00505 of the Texas Property Code.
- (2) Notwithstanding any provision contained in the Declaration to the contrary, this instrument outlines and describes how the architectural review authority or body (the "Architectural Review Authority") of Heath Crossing Homeowners Association ("Association") may be constituted.
- (3) A person may not be appointed or elected to serve on the Architectural Review Authority if the person is
 - a. a current board member;
 - b. a current board member's spouse; or
 - c. a person residing in a current board member's household.
- (4) Any member of the Board of Directors is authorized to attend a meeting of the Architectural Review Authority as a Board liaison with no voting rights.

IT IS RESOLVED this Policy was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. This Policy shall be filed of record in the Official Public Records of Rockwall County, Texas.

| Date: | 8/26/2021 | , 20 | |
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HEATH CROSSING HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

| | CocuSigned by: |
|------|-----------------|
| | Brent Weaver |
| | 40C5E966034E4C9 |
| By: | Brent Weaver |
| Its: | President |
| _ | |



STATE OF TEXAS

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COUNTY OF ROCKWALL

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POLICY RESOLUTION OF THE HEATH CROSSING HOMEOWNERS ASSOCIATION ESTABLISHING CRITERIA FOR OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

WHEREAS, the Heath Crossing Homeowners Association (the "Board") is the entity responsible for the operation of Heath Crossing Homeowners Association (the "Association") in accordance with and pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for Heath Crossing filed in Volume 04339, Page 00001 in the Official Public Records of Rockwall County, Texas, including any amendments or supplements thereto (collectively, the "Declaration") and the Bylaws of the Association (the "Bylaws"); and

WHEREAS, pursuant to the Declaration and Bylaws the Board is authorized to enter into contracts for goods or services on behalf of the Association; and

WHEREAS, the Board has determined the need to promulgate criteria for obtaining proposals or bids for certain contracts on behalf of the Association; and

WHEREAS, the Criteria for Obtaining Bids or Proposals for Certain Contracts, attached hereto as Exhibit "1", as authorized by the Declaration and the Bylaws, were approved by the Board duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Board has resolved to adopt, and does hereby adopt, the Criteria for Obtaining Bids or Proposals



for Certain Contracts attached hereto as Exhibit "1".

IT IS FURTHER RESOLVED, that such Criteria for Obtaining Bids or Proposals for Certain Contracts shall be filed of record with the Office of the Rockwall County Clerk and shall be posted on the Association's website.

Date: ______, 20___.

HEATH CROSSING HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

By: Bresident Weaver

President

EXHIBIT "1"

CRITERIA FOR SOLICITING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

The following shall apply to service contracts in excess of \$50,000 ("Qualifying Contracts"). Contracts entered into by the Association which are not Qualifying Contracts are exempt from the criteria set forth below except as otherwise provided by law. The scope of any request for proposal shall be determined by the Board. The following shall constitute the criteria ("Criteria") for soliciting bids or proposals for Qualifying Contracts:

- The Association may enter into an enforceable Qualifying Contract with a current Board member, a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits (collectively, an "Interested Director") only if the following conditions are satisfied:
 - (1) the Interested Director bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
 - (2) the Interested Director:
 - (a) is not given access to the other bids;
 - (b) does not participate in any Board discussion regarding the contract; and
 - (c) does not vote on the award of the contract;
 - (3) the material facts regarding the relationship or interest of the Interested Director with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members other than the Interested Director; and
 - (4) the Board certifies that the other requirements contained herein have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Qualifying Contract.
- Qualifying Contracts, regardless of whether an Interested Director is involved, shall be solicited, if required herein, as follows:
 - (1) The Board may determine, in its reasonable discretion, to seek two or more bids

- or proposals for Qualifying Contracts to the extent bids or proposals are reasonably available in the community.
- (2) The Board, when seeking bids or proposals for Qualifying Contracts, shall determine the extent and scope of any corresponding request for proposal and may engage a third-party to assist in preparing the request for proposal.
- (3) Qualifying Contracts in effect for six years or less from the date this Criteria is approved by the Board may be renewed automatically as determined by the Board, in its reasonable discretion, without seeking bids or proposals.
- (4) Any Qualifying Contract which has been in effect for a period of at least six years following the date this Criteria is approved by the Board must be put out for bid as provided herein.
- (5) Notwithstanding the foregoing, the Board reserves the right to seek and obtain bids for Qualifying Contracts at any time it deems is in the best interest of the Association.

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HEATH CROSSING HOMEOWNERS ASSOCIATION

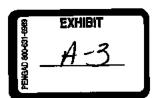
GUIDELINES FOR THE DISPLAY OF CERTAIN RELIGIOUS ITEMS

- These Guidelines are promulgated pursuant to Section 202.018 of the Texas Property Code (1)and outline the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.
- An owner may display or affix on owner's or resident's property or dwelling one or more (2)religious items the display of which is motivated by the owner's or resident's sincere religious belief.1
- If displaying or affixing of a religious item on the owner's or resident's property or (3) dwelling violates any of the following covenants, then Heath Crossing Homeowners Association ("Association") may remove or require the removal of the item(s) displayed that
 - threaten the public health or safety; (a)
 - violate a law other than a law prohibiting the display of religious speech; (b)
 - contain language, graphics, or any display that is patently offensive to a (c) passerby for reasons other than its religious content;
 - is in a location other than the owner's or resident's property or dwelling, i.e., (d) installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;
 - is located in violation of any applicable building line, right-of-way, setback, or (e) easement: or
 - is attached to a traffic control device, street lamp, fire hydrant, or utility sign, **(f)** pole, or fixture.

(4) Display Parameters:

- a. All religious displays must be located within 5' of the dwelling's frontmost building line (i.e., within 5' of the front facade of the dwelling.)
- b. Displays may not be located within building setbacks.

¹ For purposes of these Guidelines, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.



- c. No portion of the display may extend above the lowest point of the dwelling's front roof line.
- d. All displays must be kept in good repair.
- e. Displays may not exceed 5' in height x 3' in width x 3' in depth.
- f. The number of displays is limited to three (3).
- g. This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
- h. All religious item displays other than seasonal religious displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), then the approval must be received from the Board of Directors.
- (5) <u>Seasonal Religious Holiday Decorations</u>. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board of Directors has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Rockwall County, Texas.

| Date: | 8/26/2021 | , 20 | |
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HEATH CROSSING
HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation

| | Brent Weaver | |
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| | Brent Weaver | |
| By:_ | | |
| Its:_ | <u>President</u> | |

STATE OF TEXAS

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COUNTY OF ROCKWALL

HEATH CROSSING HOMEOWNERS ASSOCIATION

COVENANT ENFORCEMENT RESOLUTION: HEARING BEFORE THE BOARD

WHEREAS, relevant provisions of the Texas Property Code have been amended which govern the hearing afforded to homeowners following a notice of enforcement action; and

WHEREAS, the Board of Directors (the "Board") of Heath Crossing Homeowners Association (the "Association") desires to approve a Resolution to incorporate the relevant provisions of the Texas Property Code, as amended (the "Resolution").

NOW, **THEREFORE**, **IT IS RESOLVED**, in order to comply with the procedures set forth in Chapter 209 of the Texas Property Code and the Declaration, the following procedures and practices are established and adopted as part of the enforcement process.

- 1. Request for a Hearing and Hearing. If the owner challenges the proposed action by timely requesting a hearing, the hearing may be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard.
 - a. Such hearing shall be held no later than the 30th day after the date the Board receives the owner's request for a hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.
 - b. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing.
 - c. The Board or the owner may request a single postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements are allowed but only by agreement between the Board and the owner requesting the hearing.
 - d. Not later than 10 days before the Board holds a hearing, the Association shall provide to the owner a packet containing all documents, photographs, and communications relating to the matter which the Association intends to introduce at the hearing (the "Evidence Packet"), if any.
 - e. If the Board intends to produce any documents, photographs, and communications during the hearing, and does not send an Evidence Packet to the owner in a timely manner, the owner is entitled to an automatic 15-day postponement of the hearing.
 - f. 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 owner.
 - g. Following the presentation by the Board, the owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

- h. The owner or the Board may make an audio recording of the hearing.
- i. The minutes of the hearing 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 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-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 owner.

IT IS FURTHER RESOLVED this Resolution was duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. This Resolution shall be filed of record in the Official Public Records of Rockwall County, Texas.

| Date: | 8/26/2021 | , 20 | |
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HEATH CROSSING HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

By: Brent Weaver

President

STATE OF TEXAS

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COUNTY OF ROCKWALL

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HEATH CROSSING HOMEOWNERS ASSOCIATION

GUIDELINES FOR SECURITY MEASURES

- (1) These Guidelines are promulgated pursuant to Section 202.023 of the Texas Property Code and outline the restrictions applicable to the construction or installation of security measures, including but not limited to a security camera, motion detector, or perimeter fence, by owners.
- Owners may install or build security measures on their lot for the purpose of deterring criminal acts or to increase personal security while adhering to and promoting the design, harmony, and aesthetics of the subdivision. Heath Crossing Homeowners Association ("Association") shall have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure subject to the allowances provided by these Guidelines.
- (3) <u>Cameras/Motion Detectors</u>. Owners may place cameras and motion detectors on their lot for security measures, not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.
- Perimeter Fencing. Plans and specifications, including an application for the installation of (4) a perimeter fence, will not be reviewed or approved by the architectural review body unless accompanied by: (i) the drawing showing materials, dimensions and location submitted in order to obtain a permit; and (ii) a permit issued by the City or other applicable municipal authority allowing the installation. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. No gaps in perimeter fencing are permitted, i.e., the perimeter fencing must fully enclose the lot. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. Any gate shall open towards the interior of the lot. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the Association's architectural review body. Perimeter fencing shall not consist of any barbed wire, razor wire, wire mesh, chain link, or vinyl. Electrically charged fencing is prohibited.
- (5) <u>Plans and Specifications</u>. Prior to installation of any security measure, the owner must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements



on the lot. Plans must be submitted to the Association's architectural review body, and the owner must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Association's architectural review body is not a guaranty or representation of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.

- (6) AN APPROVAL OF AN APPLICATION FOR A SECURITY MEASURE BY THE ASSOCIATION'S ARCHITECTURAL REVIEW BODY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW BODY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY, FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW BODY SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OR INEFFECTIVENESS OF THE OWNER'S SECURITY MEASURE(S).
- (7) Any security measure built or installed must be properly maintained, kept in good repair, and not permitted to go into a state of disrepair or become an eyesore, as determined in the sole and absolute discretion of the Board of Directors.

IT IS RESOLVED these Guidelines were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board of Directors, at which a quorum was present, by a majority vote of the members of the Board of Directors present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Guidelines shall be filed of record in the Official Public Records of Rockwall County, Texas.

| Date: | 8/26/2021 | , 20 |
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HEATH CROSSING
HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation

| | DocuSigned by: | |
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| | Brent Weaver | |
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| By: | Brent Weaver | |
| Its: | President | |

STATE OF TEXAS §

COUNTY OF ROCKWALL §

HEATH CROSSING HOMEOWNERS ASSOCIATION

GUIDELINES FOR THE INSTALLATION OF SWIMMING POOL ENCLOSURES

- 1. A "Swimming Pool Enclosure," as used herein shall mean and refer to a fence that surrounds a water feature, including a swimming pool or a spa, installed as a safety measure to prevent accidental drownings of children.
- 2. A Swimming Pool Enclosure may not be installed upon or within common area or any area which owned or maintained by Heath Crossing Homeowners Association ("Association").
- 3. The Swimming Pool Enclosure may be installed after receiving written approval from the Association's architectural reviewing body. The submittal shall include a pictorial design of the Swimming Pool Enclosure which includes, at a minimum, the height of the fence and the colors of all materials.
- 4. To be approved, the Swimming Pool Enclosure:
 - a. may not exceed six feet (6') in height;
 - b. may not include, as part of the design, any aspect or feature which would allow a child to climb on, up or over the fence;
 - c. must have black metal frames; and
 - d. must have clear plastic panels or black transparent mesh.
- 5. The owner is solely responsible, to the exclusion of the Association, to ensure that all aspects of the Swimming Pool Enclosure function properly to effectuate its intended purpose as a safety measure to prevent accidental drownings of children.

IT IS RESOLVED that these Guidelines are effective when filed with the Office of the Rockwall County Clerk, and shall remain in force and effect until revoked, modified or amended by the Association.

| Date: | 8/26/2021 | . 20 |
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| HEATH CROSSING |
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| HOMEOWNERS ASSOCIATION, |
| a Texas non-profit corporation |

By: Brent Weaver

Its: President

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COUNTY OF ROCKWALL

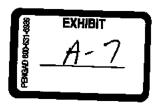
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HEATH CROSSING HOMEOWNERS ASSOCIATION

PROCEDURES FOR INFORMING OWNERS OF ARCHITECTURAL DECISIONS AND

EXERCISING THE RIGHT TO APPEAL ARCHITECTURAL DECISIONS TO THE BOARD OF DIRECTORS

- (1) These Procedures outline and set forth the owner's opportunity to request a hearing after receipt of the architectural review authority's decision to deny an architectural application to the Board of Directors of Heath Crossing Homeowners Association ("Association").
- (2) A decision by architectural review authority denying or disapproving an architectural application must
 - a. be provided to the owner in writing by certified mail, hand delivery, or electronic delivery:
 - b. describe the basis for the denial or disapproval in reasonable detail and changes, if any, to the application or proposed improvements required as a condition to approval:
 - c. inform the owner of the right to either:
 - i. submit a modified application to the architectural review authority with the changes proposed by the architectural review authority on or before the thirtieth (30th) after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
 - ii. inform the owner of the right to request a hearing before the Board of Directors (the "Board") on or before the thirtieth (30th) after the date of decision notice is mailed, delivered or sent by electronic delivery to the owner.
- (3) If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the notice, 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 owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing notice may be provided to the owner in writing by certified mail, hand delivery, or electronic delivery. Only one (1) hearing is required after the architectural review authority denies or disapproves the initial application.
- (4) The Board or the 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. The Association or owner may make an audio recording of the hearing.

- During the hearing, the Board (or designated representative) and the owner (or designated representative) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's architectural application, and the changes, if any, requested by the architectural review authority in the notice.
- (6) The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Declaration.

IT IS RESOLVED these Procedures were duly introduced, seconded, and were thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board. These Procedures shall be filed of record in the Official Public Records of Rockwall County, Texas.

| | 8/26/2021 | | |
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| Date: | +,, | , 20 | |

HEATH CROSSING
HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation

| | DocuSigned by: |
|------|----------------|
| | Brent Weaver |
| By: | Brent Weaver |
| Its: | President |

EXHIBIT B

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

- All property subject to the Master Declaration of Covenants, Conditions and Restrictions for Heath Crossing filed in Volume 04339, Page 00001 in the Official Public Records of Rockwall County, Texas, including amendments and supplements thereto; and
- All property subject to the Final Plat of Heath Crossing Phases 1, 2, and 2A Addition, an Addition to the City of Rockwall, Rockwall County, Texas, according to the Map/Plat recorded in the Map/Plat Records of Rockwall County, Texas.
- Additional real property information is attached hereto.

THE LAND

134.68 ACRES

BERNG a 134.68-acre tract of land situated in the Edward Teal Survey, Abstract No. 207, Rockwall County, Texas, said tract being all of 4 tracts of land described in deed to TR Heath Partners, Ltd., (Parcel A, Parcel B, Parcel D and Parcel E), as recorded in Volume 3346, Page 100, Deed Records Rockwall County, Texas (D.R.R.C.T.) and all of a tract of land described in deed to TR Heath Partners, Ltd. (5.414 acres), as recorded in Volume 3346, Page 116, D.R.R.C.T., said tract being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "RPLS 5439" (hereinafter referred to as "with cap") for the northwest comer of said 5.414 acre tract, said corner being within White Road;

THENCE North 89 degrees 39 minutes 28 seconds East, along the north line of said 5.414 acre tract and along said White Road, passing a found 1/2-inch iron rod with cap at a distance of 725.99 feet for the northwest corner of said Parcel D, continuing along the north line of said Parcel D, for a total distance of 745.99 feet to a found 1/2-inch iron rod with cap for corner;

THENCE South 00 degrees 10 minutes 39 seconds East, along the north line of said Parcel D, a distance of 12.79 feet to a found 1/2-inch iron red with cap for corner;

THENCE North 89 degrees 00 minutes 08 seconds Rest, along the north line of said Parcel D a distance of 200.72 feet to a found 1/2-inch iron rod with cap for the southwest corner of said Parcel B;

THENCE North 00 degrees 59 minutes 52 seconds West, along the west line of said Parcel B, a distance of 125.87 feet to a found 1/2-inch iron rod with oap for corner;

THENCE North 07 degrees 30 minutes 17 seconds East, along the west line of said Parcel B, a distance of 428,75 feet to a found 1/2-inch from rod with cap for comer;

THENCE North 01 degrees 48 minutes 36 seconds West, along the west line of said Parcel B, a distance of 26.08 feet to a found 1/2-inch iron rod with cap for the northwest corner of said Parcel B;

THENCH North 69 degrees 41 minutes 40 seconds East, along the north line of said Parcel B, a distance of 577.36 feet to a found 1/2-inch from rod with cap for the northwest corner of said Parcel E;

THENCE North 70 degrees 01 minutes 45 seconds East, along the north line of said Parcel K, a distance of 407.84 fact to a found 1/2-inch iron rod with cap for corner, said corner being on the south line of a tract of land described in deed to Robert Allen, Trustee (39.75 acros), as recorded in Volume 1942, Page 72, D.R.R.C.T.;

THENCE Southwesterly, along the north and east lines of said Parcel E the following calls:

South 76 degrees 45 minutes 44 seconds East, a distance of 101.72 feet to a found 1/2-inch iron rod with cap for corner;

North 61 degrees 33 minutes 28 seconds East, a distance of 314.93 feet to a found 1/2-inch iron rod with cap for comet;

North 85 degrees 19 minutes 09 seconds East, a distance of 171.48 feet to a found 1/2-inch from red with cap for corner;

South 39 degrees 13 minutes 37 seconds Bast, a distance of 111.16 feet to a found 1/2-inch iron rod with cap for corner;

South \$1 degrees 03 minutes 37 seconds East, a distance of 17.00 feet to a found 1/2-inch iron rod with cap for corner;

South 79 degrees 38 minutes 47 seconds West, a distance of 100.00 feet to a found 1/2-inch iron rod with cap for corner;

South 10 degrees 21 minutes 13 seconds Bast, a distance of 250.00 feet to a found 1/2-inch iron red with cap for corner;

North 79 degrees 38 minutes 47 seconds East, a distance of 405.36 feet to a found 1/2-inch iron rod with cap for corner;

North 10 degrees 21 minutes 13 seconds West, a distance of 193,22 feet to a found 1/2-inch iron rod with cap for corner;

North 65 degrees 43 minutes 59 seconds East, a distance of 79.19 feet to a found 1/2-inch iron rod with eap for corner;

South 23 degrees 14 minutes 22 seconds East, a distance of 149.40 feet to a found 1/2-inch iron rod with eap for corner;

South 67 degrees 26 minutes 13 accords Rest, a distance of 232.73 feet to a found 1/2-inch iron rod with eap for corner;

South 32 degrees 25 minutes 36 seconds East, a distance of 315.56 feet to a found 1/2-inch iron rod with cap for corner;

South 38 degrees 20 minutes 52 seconds East, a distance of 214.20 feet to a point for corner within Buffalo Creek;

THENCE South 16 degrees 01 minutes 05 seconds East, along the east line of said Parcel B and the meanders of Buffalo Creek, a distance of 200.82 feet to a point for comer along Buffalo Creek;

THENCE South 04 degrees 45 minutes 00 seconds West, along the east line of said Parcel B and the meanders of Buffelo Creek, a distance of 103.40 feet to the southeast comer of said Parcel B;

THENCE Southwesterly, along the southeast line of said Parcel E, the following calls:

South 70 dogrees 26 minutes 36 seconds West, departing said Buffalo Creek, along the south line of said Parcel E, a distance of 413.92 feet to a found 1/2-inch from rod with cap for corner;

South 76 degrees 31 minutes 26 seconds West, a distance of 180.23 feet to a found 1/2-inch front rod with cap for corner;

South 88 degrees 17 minutes 59 seconds West, a distance of 202.39 feet to a found 1/2-inch iron rod with eap for corner;

South 88 degrees 34 minutes 08 seconds West, a distance of 80.14 feet to a found 1/2-inch iron rod with cap for corner;

South 73 degrees 56 minutes 52 seconds West, a distance of 149.19 feet to a found 1/2-inch iron rud with cap for corner:

South 43 degrees 59 minutes 07 seconds East, a distance of 292.90 feet to a found 1/2-inch iron rod with cap for corner,

South 59 degrees 50 minutes 21 seconds East, a distance of 56.31 feet to a found 1/2-inch iron rod with cap for corner;

South 43 degrees 37 minutes 37 seconds East, a distance of 119.94 feet to a found 1/2-inch iron rod with cap for the point of curvature of a circular curve to the last, having a radius of 275.00 feet and whose chord hears South 50 degrees 11 minutes 17 seconds East, a distance of 62.85 feet;

Southeasterly, along said ourve to the left, through a central angle of 13 degrees 07 minutes 21 seconds, an arc distance of 62.98 feet to a found 1/2-inch iron red with cap for carner;

South 46 degrees 04 minutes 51 seconds West, a distance of 418.35 feet to a found 1/2-inch iron red with cap for the most southerly corner of said Percel B, said corner being on the northeast line of said Percel A:

THENCE South 45 degrees 29 minutes 00 seconds East, along said northeast line, a distance of 1347.05 feet to a found 1/2-inch iron rod with cap for the most casterly corner of said Parcel A;

THENCE Southwesterly, along said Parcel A the following calls:

South 11 degrees 45 minutes 24 seconds West, a distance of 470.81 feet to a found 1/2-inch iron rod with cop for corner;

South 20 degrees 51 minutes 10 seconds West, a distance of 214.26 feet to a found 1/2-inch iron red with cap for corner;

South 38 degrees 54 minutes 03 seconds West, a distance of 229.77 feet to a found 1/2-inch iron rod with cap for corner;

North 88 degrees 49 minutes 02 seconds West, a distance of 238.42 feet to a found 1/2-inch iron rod with cap for corner on the north line of a tract of land described in deed to Mark Word and Judy Word, as recorded in Volume 873, Page 64, D.R.R.C.T.;

South 86 degrees 53 minutes 26 seconds West, along said north line, a distance of 91.62 feet to a point for corner;

South 71 degrees 16 minutes 26 seconds West, continuing along said north line, passing at a distance of 139.53 feet the southeast corner of Lot 18, Block A, Crestridge Meadows, Phase Two, an addition to the City of Heath, as recorded in Cabinet C, Slide 85, Plat Records Rockwall County, Texas (P.R.R.C.T.), continuing along the east line of said Lot 18, a total distance of 145.78 feet to a found 1/2-inch iron rod with cap for corner;

South 78 degrees 12 minutes 26 seconds West, continuing along said east line, a distance of \$1.13 feet to a found 1/2-inch iron rod with cap for corner,

North 16 degrees 02 minutes 04 records West, continuing along said east line, a distance of 15.29 feet to a found 1/2-inch iron rod with cap for comer;

South 76 degrees 52 minutes 26 seconds West, continuing along said east line, a distance of 28.94 feet to a found 1/2-inch iron rad with eap for corner;

North 23 degrees 47 minutes 14 seconds West, continuing along said east line, a distance of 112.95 feet to a point for corner;

North 06 degrees 08 minutes 34 seconds West, continuing along said east line, passing at a distance of 47,80 feet the most southerly northeast comer of Lot 17, Bicole A, Crestridge Meadows, Phase Two, continuing along the east line of said Lot 17, a total distance of 58.12 feet to a found 1/2-inch iron rod with cap for the northeast corner of said Lot 17;

South 76 degrees 55 minutes 39 seconds West, along the north line of said Lot 17, a distance of 41.28 feet to a found 1/2-inch iron rad with cap for the southeast corner of Lot 16, Block A, Les Lomes, an addition to the City of Heath, as recorded in Cabinet C, Slide 256, P.R.R.C.T.;

North 29 degrees 15 minutes 30 seconds West, along the east line of said Las Lomas, a distance of 667.79 feet to a found 1/2-inch iron rod with cap for the most northerly northeast corner of Let 19, Block A, of said Las Lomas;

North 50 degrees 31 minutes 24 seconds West, departing said east line, a distance of 496.38 feet to a found 1/2-inch iron rod with cap for corner;

North 51 degrees 20 minutes 10 seconds West, a distance of 434.30 feet to a to a found 1/2-inch iron rod with oap for corner;

North 56 degrees 15 minutes 46 seconds West, a distance of 41.49 feet to a to a found 1/2-inch iron md with cap for corner;

North 31 degrees 03 minutes 23 seconds West, a distance of 306.16 feet to a found 1/2-inch iron rod with cap for comer;

North 45 degrees 14 minutes 57 seconds West, a distance of 212.48 feet to a found 1/2-inch iron rod with cap for comer on the southeast line of Willow Springs No. 1, an addition to the City of Heath, as recorded in Cabinet D, Slide 83, P.R.R.C.T., said corner being the southwest corner of Willow Springs, Phase 2B, an addition to the City of Heath, as recorded in Cabinet F, Slide 79, P.R.R.C.T.;

THENCE North 87 degrees 52 minutes 38 seconds East, along the south line of said Willow Springs, Phase 2B, a distance of 350.95 feet to a found 1/2-inch fron rod with cap for corner;

THENCE North 82 degrees 26 minutes 25 seconds East, along said south line, a distance of 210.18 feet to a found 1/2-inch from rod with cap for the southeast corner of said Willow Springs, Phase 2B;

THENCE North 18 degrees 47 minutes 16 seconds West, along the east line of said Willow Springs, Phase 2B, a distance of 300,69 feet to a found 1/2-inch iron rod with cap for comer;

THENCE North 79 degrees 08 minutes 32 seconds East, along said cast line, a distance of 67.19 feet to a found 1/2-inch iron rod with cap for comer;

THENCE North 17 degrees 07 minutes 58 seconds West, along said east line, a distance of 208.08 fest to a found 1/2-inch iron rod with cap for the northeast corner of said Willow Springs, Phase 2B, said corner being on a circular curve to the right having a radius of 440.00 feet and whose chord bears South 84 degrees 21 minutes 08 seconds West, a distance of 243.29 feet;

THENCE Southwesterly, along the north line of said Willow Springs, Phase 2B and said curve to the right, through a central angle of 32 degrees 05 minutes 55 seconds, an arc distance of 246.50 feet to a found 1/2-inch iron rod with cap for the point of tangency of said curve;

THENCE North 74 degrees 21 minutes 36 seconds West, along the north line of said Willow Springs, Phase 2B, passing at a distance of 111.50 feet a found 1/2-inch iron rod with cap for the northeast corner of Willow Springs, Phase 2A, an addition to the City of Heath, as recorded in Cabinet F, Siide 23, P.R.R.C.T., and continuing along the north line of said Willow Springs, Phase 2A, a total distance of 326.10 feet to a found 1/2-inch iron rod with cap for corner;

THENCE North 57 degrees 28 minutes 36 seconds West, along the north line of said Willow Springs, Phase 2A, a distance of 143,35 feet to a found 1/2-inch iron red with cap for the southeast corner of the aforementioned Parcel D:

THENCE South 75 degrees 05 minutes 38 seconds West, along the south line of said Percel D, a distance of 256.35 feet to a found 1/2-inch from rod with cap for the southwest corner of said Percel D and the southwest corner of the aforementioned 5.414 acre tract, said corner being on the north line of said Willow Springs No. 1;

THENCE North 82 degrees 52 minutes 06 seconds West, along the south line of said 5.414 acre tract and the north line of said Willow Springs No. 1, a distance of 301.53 feet to a found 1/2-inch iron rod with cap for corner;

THENCE South 74 degrees 17 minutes 19 seconds West, along said south line and said north line, a distance of 305.54 feet to a found 1/2-inch iron rod with cap for corner;

THENCE North 77 degrees 05 minutes 16 seconds West, along said south line and departing said north line, a distance of 53.17 feet to a found 1/2-inch iron red with cap for corner,

THENCE South 88 degrees 46 minutes 14 seconds West, along said south line, a distance of 127.95 feet to a found 1/2-inch iron rod with cap for the southwest corner of said 5.414 acre tract;

THENCE North 00 degrees 18 minutes 13 seconds West, along the west line of said 5.414 sore tract, a distance of 351.40 feet to the POINT OF BEGINNING AND CONTAINING 5,866,633 square feet or 134.684 sores of land more or less.

SAVE AND EXCEPT ANY PROPERTY PLATTED AS PUBLIC RIGHT OF WAY.

THE NEIGHBORHOOD HEATH CROSSING PHASE 2

STATE OF TEXAS COUNTY OF ROCKWALL

WHEREAS TR HEATH PARTNERS, LTD. BEING THE OWNER of a 55.32-acre tract of land situated in the Edward Teal Survey, Abstract No. 207, Rockwall County, Texas, said tract being a part of a 68.272 acre tract (Parcel A), a 18.590 acre (Parcel B), and a 40.566 acre tract (Parcel E) of land described in deed to TR Heath Partners, Ltd, as recorded in Volume 3346, Page 100, Deed Records Rockwall County, Texas (D.R.R.C.T.), and being part of Robert M. Allen, Tr tract as recorded in Volume 1942, Page 64, Deed Records Rockwall County, Texas (D.R.R.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2-inchfound iron rod with camp stamped "RPLS 5439" (hereinafter referred to as "with cap") the southeast corner of Willow Springs, Phase 2B, an addition to the City of Heath, as recorded in Cabinet F, Slide 79, Plat Records Rockwall County, Texas (P.R.R.C.T;

THENCE North 18 degrees 47 minutes 16 seconds West, along said east line of said Willow Springs, Phase 2B, a distance of 300.69 feet to a 1/2-inch found fron rod with cap at an ell corner of said Willow Springs, Phase 2B;

THENCE North 72 degrees 08 minutes 32 seconds East, along said east line of said Willow Springs, Phase 2B, a distance of 67.19 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 17 degrees 07 minutes 58 seconds West, along said east line of said Willow Springs, Phase 2B, a distance of 208.08 feet to a 1/2-inch found iron rod with cap for the northeast corner of said Willow Springs, Phase 2B, said corner being on a non-tangent circular curve to the left, having a radius of 440.00 feet and whose chord bears South 84 degrees 21 minutes 08 seconds West, a distance of 243.29 feet;

THENCE Southwest, along the north line of said Willow Springs, Phase 2B and said curve to the left, through a central angle of 32 degrees 05 minutes 55 seconds, an arc distance of 246.50 feet to a 1/2-inch found iron rod with cap for corner at the end of said curve, said corner being the northeast corner of Willow Springs, Phase 2A, an addition to the City of Heath, as recorded in Cabinet F, Slide 23, P.R.R.C.T.;

THENCE North 74 degrees 21 minutes 36 seconds West, along the north line of said Willow Springs, Phase 2A, a distance of 326.10 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 57 degrees 28 minutes 36 seconds West, along the north line of said Willow Springs, Phase 2A, a distance of 143.35 feet to a 1/2-inch found iron rod with cap for the most northerly northeast corner of said Willow Springs, Phase 2A, said corner being the southeast corner of a 1.838 acre tract (Parcel D) of land described TR Heath Partners, Ltd, as recorded in Volume 3346, Page 100, D.R.R.C.T.;

THENCE North 00 degrees 18 minutes 08 seconds West, departing the north line of said Willow Springs, Phase 2A and along the east line of said Parcel D, a distance of 146.73 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 89 degrees 06 minutes 57 seconds East, a distance of 159.80 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 00 degrees 53 minutes 03 seconds West, a distance of 100.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 89 degrees 06 minutes 57 seconds East, a distance of 338.11 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 600.00 feet;

THENCE Southeast, along said curve to the right, through a central angle of 44 degrees 57 minutes 21 seconds, an arc distance of 470.78 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 45 degrees 55 minutes 42 seconds East, a distance of 39.64 feet to a 1/2-inch found iron rod with cap for corner;

THENCE South 44 degrees 04 minutes 18 seconds West, a distance of 22.43 feet to a 1/2-inch found iron rod with cap for corner;

THENCE South 45 degrees 05 minutes 01 seconds East, a distance of 39.64 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 44 degrees 04 minutes 18 seconds East, a distance of 83.90 feet to a 1/2-inch found iron rod with cap for corner;

THENCE North 15 degrees 44 minutes 26 seconds East, a distance of 200.00 feet to a 1/2-inch found iron rod with cap for corner, said corner being on a circular curve to the right, having a radius of 275.00 feet and whose chord bears. North 64 degrees 54 minutes 00 seconds West, a distance of 89.45 feet;

THENCE Northwest, along said curve to the right, through a central angle of 18 degrees 43 minutes 10 seconds, an arc distance of 89.85 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature for a circular curve left, having a radius of 844.58 feet and whose chord bears North 56 degrees 18 minutes 35 seconds West, a distance of 22.68 feet;

THENCE Northwest, along said curve to the left, through a central angle of 01 degrees 32 minutes 20 seconds, an arc distance of 22.68 feet to a 1/2-inch set iron rod with cap for corner, said corner being on a circular curve to the right, having a radius of 175.00 feet and whose chord bears North 43 degrees 46 minutes 37 seconds East, a distance of 67.08 feet;

THENCE Northeast, along said curve to the right, through a central angle of 22 degrees 05 minutes 52 seconds, an arc distance of 67.49 feet to 1/2-inch set iron rod with cap for corner, said corner being on a circular curve to the left, having a radius of 950.00 feet and whose chord bears North 58 degrees 49 minutes 57 seconds West, a distance of 53.47 feet;

THENCE Northwest, along said curve to the left, through a central angle of 03 degrees 13 minutes 31 seconds, an arc distance of 53.48 feet to a 1/2-inch set iron rod with cap for corner, said corner being on a circular curve to the right, having a radius of 225.00 feet and whose chord bears North 58 degrees 42 minutes 24 seconds East, a distance of 73.13 feet:

THENCE Northeast, along said curve to the right, through a central angle of 18 degrees 42 minutes 19 seconds, an arc distance of 73.46 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature for a circular curve left, having a radius of 100.00 feet and whose chord bears North 61 degrees 27 minutes 33 seconds East, a distance of 22.99 feet;

THENCE Northeast, along said curve to the left, through a central angle of 13 degrees 12 minutes 01 seconds, an arc distance of 23.04 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 59 degrees 18 minutes 22 seconds West, a distance of 154.12 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 17 degrees 29 minutes 13 seconds East, a distance of 163,16 feet to a 1/2-inch set iron rod with cap for corner on the east line of the aforementioned Parcel B;

THENCE North 67 degrees 28 minutes 03 seconds West, along said east line, a distance of 198.06 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 58 degrees 43 minutes 52 seconds West, along said east line, a distance of 179.26 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 39 degrees 29 minutes 23 seconds West, along said east line, a distance of 171.52 feet to a 1/2-inch set iron rod with cap for corner on the north line of said Parcel B, said corner being on the south line of a 89.75 acre tract of land described in deed to Robert M. Allen Trustee, as recorded in Volume 1942, Page 72, D.R.R.C.T.;

THENCE North 70 degrees 01 minutes 45 seconds East, along said south line, a distance of 407.84 feet to a point for corner;

THENCE South 76 degrees 45 minutes 44 seconds East, along said south line, a distance of 101.72 feet to a point for corner;

THENCE North 61 degrees 33 minutes 28 seconds East, along said south line, a distance of 314.93 feet to a point for corner;

THENCE North 85 degrees 19 minutes 09 seconds East, along said south line, a distance of 171.48 feet to a point for corner;

THENCE South 39 degrees 13 minutes 37 seconds East, along said south line, a distance of 111.16 feet to a point for corner;

THENCE South 81 degrees 03 minutes 37 seconds East, along said south line, a distance of 251.70 feet to a point for corner;

THENCE North 65 degrees 44 minutes 03 seconds East, along said south line, a distance of 165.56 feet to a point for corner, along Buffalo Creek;

THENCE South 23 degrees 14 minutes 22 seconds East, along the meanders of Buffalo Creek, a distance of 149.40 feet to a point for corner;

THENCE South 67 degrees 26 minutes 13 seconds East, along the meanders of Buffalo Creek, a distance of 232.73 feet to a point for corner;

THENCE South 32 degrees 25 minutes 36 seconds East, along the meanders of Buffalo Creek, a distance of 315.56 feet to a point for corner;

THENCE South 38 degrees 20 minutes 52 seconds East, along the meanders of Buffalo Creek, a distance of 214.20 feet to a point for corner along Buffalo Creek;

THENCE South 16 degrees 01 minutes 05 seconds East, along the meanders of Buffalo Creek, a distance of 200.82 feet to a point for corner along Buffalo Creek;

THENCE South 04 degrees 45 minutes 00 seconds West, along the meanders of Buffalo Creek, a distance of 206.60 feet to a point for corner along Buffalo Creek;

THENCE South 42 degrees 41 minutes 00 seconds East, along the meanders of Buffalo Creek, a distance of 54,90 feet to a point for corner;

THENCE South 87 degrees 07 minutes 00 seconds East, along the meanders of Buffalo Creek, a distance of 131.60 feet to a point for corner;

THENCE South 31 degrees 59 minutes 00 seconds East, along the meanders of Buffalo Creek, a distance of 63,90 feet to a point for corner;

THENCE South 06 degrees 00 minutes 00 seconds East, along the meanders of Buffalo Creek, a distance of 137.32 feet to a point for corner;

THENCE North 82 degrees 27 minutes 52 seconds West, departing said Buffalo Creek, a distance of 710.79 feet to a 1/2-inch set iron rod with cap for corner:

THENCE North 48 degrees 17 minutes 23 seconds West, a distance of 92.94 feet to 1/2-inch set iron rod with cap for corner;

THENCE South 88 degrees 17 minutes 59 seconds West, a distance of 202.39 feet to a 1/2-inch set iron rod with cap for corner cap on the south line of the aforementioned Parcel E;

THENCE South 88 degrees 34 minutes 08 seconds West, along said south line, a distance of 80.14 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 73 degrees 56 minutes 52 seconds West, along said south line, passing at a distance of 149.19 feet an ell corner on said Parcel E, continuing across said Parcel E, a total distance of 170.01 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 44 degrees 04 minutes 18 seconds West, a distance of 494.76 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 45 degrees 55 minutes 42 seconds East, a distance of 63.52 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 44 degrees 04 minutes 18 seconds West, a distance of 52.98 feet to a 1/2-inch set iron rod with cap the point of beginning of a circular curve to the right, having a radius of 960.00 feet and whose chord bears South 58 degrees 59 minutes 33 seconds West, a distance of 494.37 feet;

THENCE Southwest, along said curve to the right, through a central angle of 29 degrees 50 minutes 30 seconds, an arc distance of 500.00 feet to the POINT OF BEGINNING AND CONTAINING 2,410,030 square feet or 55.32 acres of land more or less.

SAVE AND EXCEPT ANY PROPERTY PLATTED AS PUBLIC RIGHT OF WAY

Electronically Filed and Recorded Official Public Records Jennifer Fogg, County Clerk Rockwall County, Texas 09/08/2021 02:30:15 PM Fee: \$126.00 20210000024019

