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Rosie Pattinson
Thompson Realty Corporation
1600 N. Collins Blvd., Ste 1500
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**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATH CROSSING PHASE 2A
HEATH, TEXAS**

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ROCKWALL	§	

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATH CROSSING PHASE 2A (the "Supplemental Declaration") is made this 11th day of September, 2015, by TR Heath Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property (the "Neighborhood") described on Exhibit A, attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant has heretofore subjected certain land (the "Land"), of which the Neighborhood is a part, to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration of Covenants, Conditions and Restrictions for Heath Crossing (the "Declaration") filed of record on December 14, 2005 in the Official Public Records of Rockwall County, Texas, recorded in Volume 4339, Page 1; and

WHEREAS, Declarant deems it desirable to impose certain additional covenants, conditions, and restrictions upon the Neighborhood as provided for under the Declaration.

NOW, THEREFORE, Declarant declares that the Neighborhood is and shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Supplemental Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Terms used in this Supplemental Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

ARTICLE II

NEIGHBORHOOD

The Neighborhood is also a Neighborhood under the Declaration. The name of the Neighborhood is Heath Crossing Phase 2A.

ARTICLE III

USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

3.1 Area Requirements. All front, side, and rear setbacks from Lot lines shall meet the requirements of all applicable codes and ordinances of the City of Heath.

1. Minimum depth of front setback - 50 feet.
2. Minimum depth of rear setback - 40 feet for main building and 20 feet for accessory building or other structure.
3. Minimum width of side setback:
 - a) Internal lot -15 feet
 - b) Side yard setback abutting street – 30 feet.

3.2 Minimum Floor Space. Each dwelling constructed on any Lot in the Neighborhood shall contain a minimum of four thousand (4,000) square feet of air conditioned floor area, exclusive of porches, garages, or breezeways attached to the main dwelling.

3.3 Construction Requirements. At least eighty percent (80%) of the surface of the first floor exterior wall area (excluding windows and doors) below the plate line of all residential dwellings shall be constructed of stucco, brick veneer, or stone material listed in the Architectural Guidelines, if any, and such exterior material shall have the explicit, itemized approval of the New Construction Committee for that particular dwelling.

3.4 Roofing Material. The exposed roofing material shall be tile, metal, concrete, or asphalt or composition type shingles with at least a thirty (30) year warranty, or other approved material. All roofing material shall have the explicit, itemized approval of the New Construction Committee for each structure constructed on a Lot in the Neighborhood. The roof pitch of any structure shall have the explicit, itemized approval of the New Construction Committee.

3.5 Exterior Paint and Stain Colors. Exterior paint and stain colors, which may be limited to those listed in the Architectural Guidelines, if any, shall have the explicit, itemized approval of the New Construction Committee.

3.6 Garages and Driveways. Each dwelling erected on any Lot shall provide garage space for a minimum of three (3) conventional automobiles. Rear detached garages are permitted. Any garage may be located no nearer than forty (40) feet from the rear property line of the Lot. All driveways must accommodate two (2) conventional automobiles in front of the garage for off-street parking, and shall be constructed of concrete with a brushed finish, or other approved materials and finishes. The location, orientation, and opening (i.e. side-entry or front-entry) of each garage to be located on a Lot shall be approved in advance of construction by the New Construction Committee.

3.7 Fences. All fences for any dwelling shall be constructed of wrought iron, masonry, or wood. All posts shall be metal and the runners and posts shall face inside. The New Construction Committee shall have broad authority to require "open fencing". No fence, wall, or hedge shall be erected, placed, or altered on any Lot within the front yard setback except for "open fences," which shall not exceed three (3) feet in height. No fence, wall, or hedge shall exceed eight (8) feet in height. Solid wood fences are strictly prohibited except around pools and only around pools on the condition that the fence is constructed in a manner not to be offensive to neighbors and providing climbing roses, hedges, or other evergreen shrubbery are planted along the outside of the fence so that the fence is screened throughout the year from public view and adjacent property. Fences contiguous to any pond, creek, or common area must be constructed of wrought iron unless approved otherwise by the New Construction Committee.

3.8 Pond and Pond Area: On the drawing attached hereto as Exhibit B areas surrounding the Ponds, including the Ponds themselves, are designated as the "Pond Area". With respect to the Pond Area, the following restrictions shall apply:

- (a) Fishing will be permitted only by single poles and no fishing devices such as trotlines and rubber band lines are allowed;
- (b) No boathouses may be erected; and
- (c) No water may be pumped or otherwise removed from the pond(s) except by the Association.
- (d) Boats, canoes, paddle boats, and other non-motorized water vehicles are permitted. Boats, canoes, paddle boats, etc. will not be stored in places other than (i) in enclosed garages; (ii) behind a fence so as to not be visible from any other portion of the Neighborhood; or (iii) behind a natural screen approved by the New Construction Committee.

3.9 Pesticides in the Pond Area: All Owners of Lots adjacent to and/or in the Lake Area shall use only organic fertilizer, pesticides, herbicides or such types of fertilizers, pesticides or herbicides as approved by the Board of Directors of the Association.

3.10 Pond Maintenance and Public Access Easement: A Pond maintenance and public access easement may be platted or dedicated along the Pond for public access and to provide for maintenance of the Pond by the Association.

3.11 Composite Building Site: Any owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the New Construction Committee, and provided any necessary city approval(s) has been obtained, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Further, any utility easements along said common lot lines shall be eliminated and abandoned upon approval of a composite building site provided such easements are not then being used for utility purposes. Any such composite building site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same block. Such composite building site will be considered as one (1) Lot for all purposes under the Declaration and this Supplemental Declaration.

ARTICLE IV

APPROVALS AND VARIANCES

4.1 Required Approval. No building, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot unless the approvals required by the Declaration have been obtained from the New Construction Committee.

4.2 Variances. Upon submission of a written request for same, the New Construction Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from this Supplemental Declaration or the Architectural Guidelines. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the New Construction Committee shall be liable to any Owner for any claims, cause of action, or damages arising out of the grant of, or the refusal to grant any approval, disapproval, or variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the New Construction Committee's right to strictly enforce this Supplemental Declaration against any other Owner. Any variances may be granted or denied in New Construction Committee's sole and absolute discretion.

4.3 No Liability. Neither Declarant, the Association, the Committee, any Modifications Committee, any Neighborhood Association, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or any other action associated with the Declaration or this Supplemental Declaration. Every Person who submits plans or specifications and

every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, any Modifications Committee, any Neighborhood Association, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the Committee or any Modifications Committee is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the Committee, any Modifications Committee, the members of either, the Declarant, the Association, any Neighborhood Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications, nor for any violation of any applicable law by such plans and specifications.

ARTICLE V

GENERAL PROVISIONS

5.1 Duration. The Supplemental Covenants and Restrictions of this Supplemental Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by Declarant, the Association, and (upon compliance with Section 5.3 hereof) each Owner of a Lot in the Neighborhood, and each of their respective successors and assigns. This Supplemental Declaration shall be effective for an initial term of thirty-five (35) years from the date that this Supplemental Declaration is recorded in the Official Public Records of Real Property of Rockwall County, Texas, after which time such Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Supplemental Declaration is signed by Owners of at least seventy percent (70%) of the Lots in the Neighborhood and Declarant for so long as Declarant owns a Lot(s), and is recorded in the Official Public Records of Real Property of Rockwall County, Texas.

5.2 Amendments. Notwithstanding Section 5.1 of this Article, this Supplemental Declaration may be amended and/or changed upon the express written consent of the Owners of at least seventy percent (70%) of the Lots in the Neighborhood and Declarant for so long as Declarant owns a Lot(s). Any and all amendments of this Supplemental Declaration shall be recorded in the Official Public Records of Real Property of Rockwall County, Texas.

5.3 Enforcement. These Supplemental Covenants and Restrictions may be enforced by Declarant and the Association against any Person or Persons violating or attempting to violate them, by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these covenants. The failure by Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an Owner of a Lot in the Neighborhood believes that these Covenants and Restrictions have been violated, such Owner (the "Notifying

Owner”) may deliver written notice thereof to the Board of Directors identifying the violation and the Person violating the Supplemental Covenants and Restrictions and requesting the enforcement thereof. If, within ninety (90) days after receiving such notice and request, the Board of Directors fails or refuses to commence to enforce these Supplemental Covenants and Restrictions against the Person identified in such written notice as violating them, the Notifying Owner shall have a private right to enforce the Supplemental Covenants and Restrictions so violated against the Person identified as the violator thereof in the written notice to the Board of Directors.

5.4 Conflict with Declaration. If any provision of this Supplemental Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision that is more restrictive, or that contains the more stringent requirement, shall control.

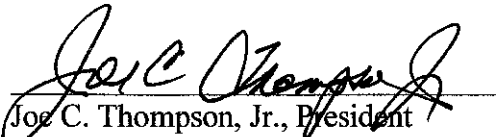
[Signatures on next page]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Supplemental Declaration.

DECLARANT:

TR HEATH PARTNERS, LTD., a Texas limited
partnership

By: its general partner, TFC Heath GP, Inc., a Texas
Corporation

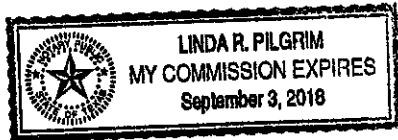
By: 
Joe C. Thompson, Jr., President

THE STATE OF TEXAS
COUNTY OF ROCKWALL

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KNOW ALL PERSONS BY THESE PRESENTS:

This instrument was acknowledged before me on the 11th day of September, 2015, by Joe C. Thompson, Jr., President of TFC Heath GP, Inc., the sole general partner of TR Heath Partners, Ltd., a Texas limited partnership, on behalf of said partnership.



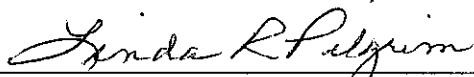

Notary Public in and for the State of Texas

EXHIBIT A

**FINAL PLAT & LEGAL DESCRIPTION OF THE NEIGHBORHOOD
ATTACHED**

STAMPED FOR SCANNING
PURPOSES ONLY

STAMPED FOR SCANNING
PURPOSES ONLY

EXHIBIT "A"

**HEATH CROSSING
PHASE TWO A**

FIELD NOTES

BEING a 22.681 acre tract of land situated in the Edward Teal Survey, Abstract No. 207, City of Heath, Rockwall County, Texas, and being part of a called 68.272 acre tract of land (Parcel A) and part of a called 40.566 acre tract of land (Parcel E) described in deed to TR Heath Partners, Ltd., as recorded in Volume 3346, Page 100, Deed Records, Rockwall County, Texas, and part of a called 51.49 acre tract of land (Tract 3) described in deed to TR Heath Partners, Ltd., as recorded in Volume 4531, Page 38 of said Deed Records, said 22.681 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "RPLS 4846" found for the east corner of Lot 1, Block E, Heath Crossing, Phases 1C-1D, an addition to the City of Heath, as recorded in Cabinet G, Slide 171, Plat Records Rockwall County, Texas;

THENCE Northeasterly, with the southerly boundary lines of said Heath Crossing, Phase 1C-1D, the following courses:

North 44 degrees 04 minutes 18 seconds East, a distance of 494.76 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" found for corner;

North 73 degrees 56 minutes 52 seconds East, a distance of 170.01 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" found for corner;

North 88 degrees 34 minutes 08 seconds East, a distance of 80.14 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" found for corner;

North 88 degrees 17 minutes 59 seconds East, a distance of 202.39 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" found for corner;

South 48 degrees 17 minutes 23 seconds East, a distance of 92.94 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" found for corner;

South 82 degrees 27 minutes 52 seconds East, a distance of 710.79 feet to a point for corner in the center of Buffalo Creek, said corner being in the common boundary line of said 51.49 acre tract and a tract of land described in deed to B.C. Goff, Ltd, as recorded in Volume 596, Page 211 of said Deed Records;

THENCE Southerly, with the meanders of said Buffalo Creek and with the common boundary lines of said 51.49 acre tract, said Goff tract and a tract of land (Tract Two) described in deed to Vernon Clark Beaird & Guy O. Keeter, as recorded in Volume 115, Page 963 of said Deed Records, the following courses:

South 06 degrees 00 minutes 00 seconds East, a distance of 52.78 feet;

South 12 degrees 17 minutes 00 seconds West, a distance of 99.30 feet;

South 05 degrees 17 minutes 30 seconds East, a distance of 53.92 feet;

South 48 degrees 58 minutes 07 seconds West, a distance of 49.70 feet;

South 50 degrees 33 minutes 19 seconds West, a distance of 76.75 feet;

South 17 degrees 52 minutes 47 seconds East, a distance of 76.10 feet;

South 57 degrees 01 minutes 17 seconds East, a distance of 198.75 feet;

South 15 degrees 17 minutes 02 seconds East, a distance of 76.04 feet;

THENCE South 81 degrees 38 minutes 12 seconds West, departing said creek, a distance of 1004.35 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" set for corner;

THENCE South 44 degrees 31 minutes 00 seconds West, a distance of 138.58 to a 1/2-inch iron rod with cap stamped "RPLS 4846" set for corner;

THENCE North 45 degrees 29 minutes 00 seconds West, a distance of 459.35 feet to a 1/2-inch iron rod with cap stamped "RPLS 4846" set for the beginning of a tangent curve to the left having a radius of 1000.00 feet whose chord bears North 50 degrees 13 minutes 15 seconds West, a distance of 165.19 feet;

THENCE Northwesterly, with said curve to the left, through a central angle of 09 degrees 28 minutes 31 seconds, an arc distance of 165.37 feet to the beginning of a reverse curve to the right having a radius of 1000.00 feet whose chord bears North 50 degrees 26 minutes 36 seconds West, a distance of 157.44 feet;

THENCE Northwesterly, with said curve to the right, through a central angle of 09 degrees 01 minutes 49 seconds, an arc distance of 157.61 feet to the POINT OF BEGINNING AND CONTAINING 988,003 square feet or 22.681 acres of land.

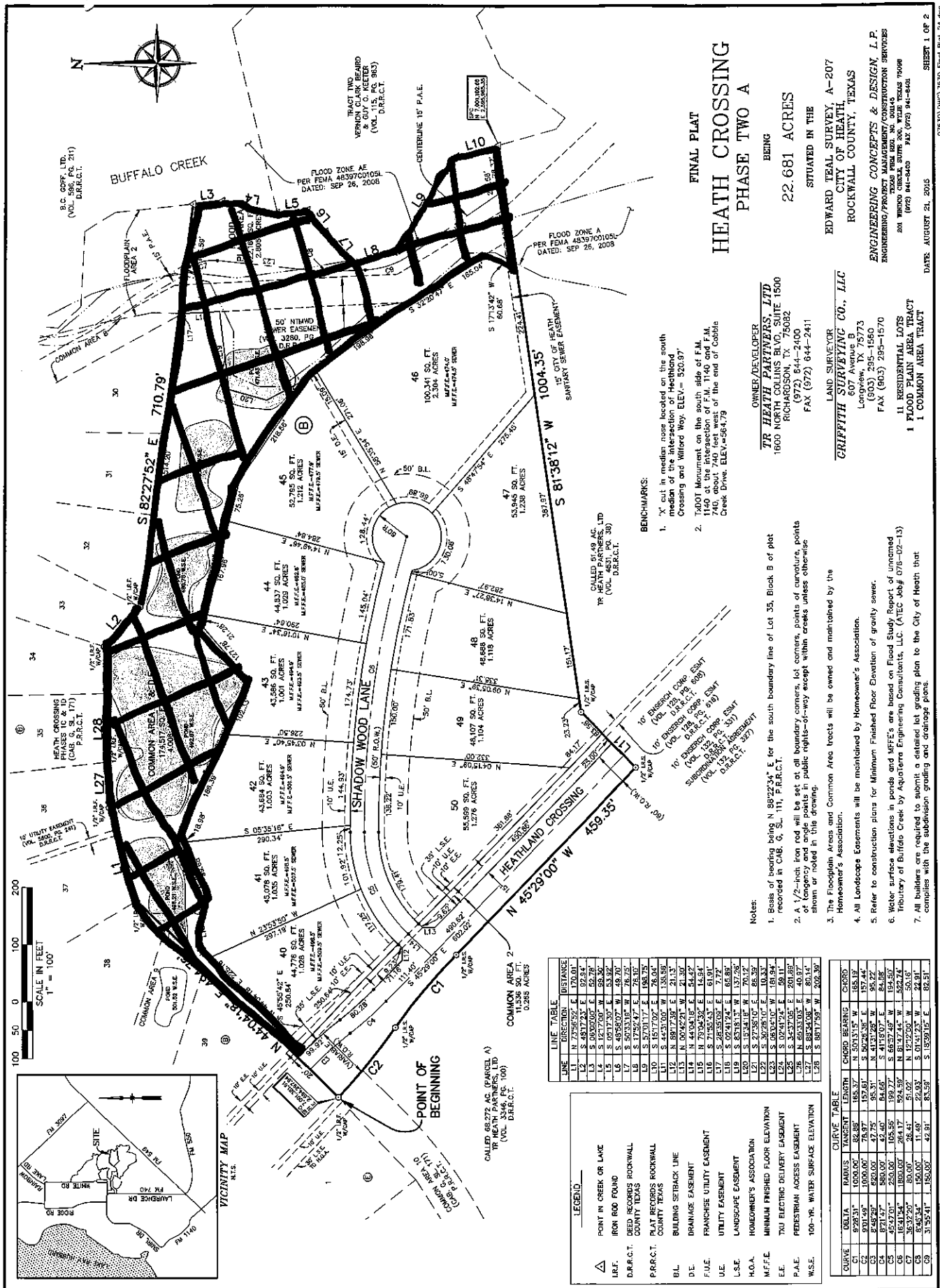
EXHIBIT B

POND AREA

STAMPED FOR SCANNING
PURPOSES ONLY

STAMPED FOR SCANNING
PURPOSES ONLY

EXHIBIT B



Pond Area