After Recording Please Return To:
Rosie Pattinson
Thompson Realty Corporation
2505 N. Plano Road, Ste 3000
Richardson, Texas 75082

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATH CROSSING PHASE 2 HEATH, TEXAS

STATE OF TEXAS §

COUNTY OF ROCKWALL §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATH CROSSING PHASE 2 (the "Supplemental Declaration") is made this _____ day of May, 2007, 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 with the County Clerk of Rockwall County filed on December 14, 2005 ; 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 2.

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 - 30 feet.
2. Minimum depth of rear setback - 25 feet for main building and 10 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 twenty five hundred (2,500) 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 two (2) conventional automobiles. Rear detached garages are permitted. Any garage may be located no nearer than ten (10) 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. No garage doors may face a street, unless screened and approved by the Architectural Control 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". Fences shall not 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 lake, creek, or common area must be constructed of wrought iron unless approved otherwise by the New Construction Committee.

3.8 **Lake and Lake Area:** On the drawings attached hereto as Exhibits B-1 and B-2 areas surrounding the Lakes, including the Lakes themselves, are designated as the "Lake Area". With respect to the Lake Area, the following restrictions shall apply:

(a) Fishing will be permitted only by single poles and no fishing devices such as trot lines and rubber band lines are allowed;
(b) No boathouses may be erected; and
(c) No water may be pumped or otherwise removed from the lake(s) except by the Association.

3.9 Pesticides in the Lake 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 Lake Maintenance and Public Access Easement: A Lake maintenance and public access easement may be platted or dedicated along the Lake for public access and to provide for maintenance of the Lake 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.

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.

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.

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: Thompson Realty Development Corporation, its general partner

By: _____
W. T. Field, President

THE STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 21ST day of May, 2007, by W. T. Field, President of Thompson Realty Development Corporation, 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

R. PATTINSON
MY COMMISSION EXPIRES
NOVEMBER 1, 2009

EXHIBIT A

FINAL PLAT & LEGAL DESCRIPTION OF THE NEIGHBORHOOD ATTACHED

EXHIBIT A
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 iron 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.

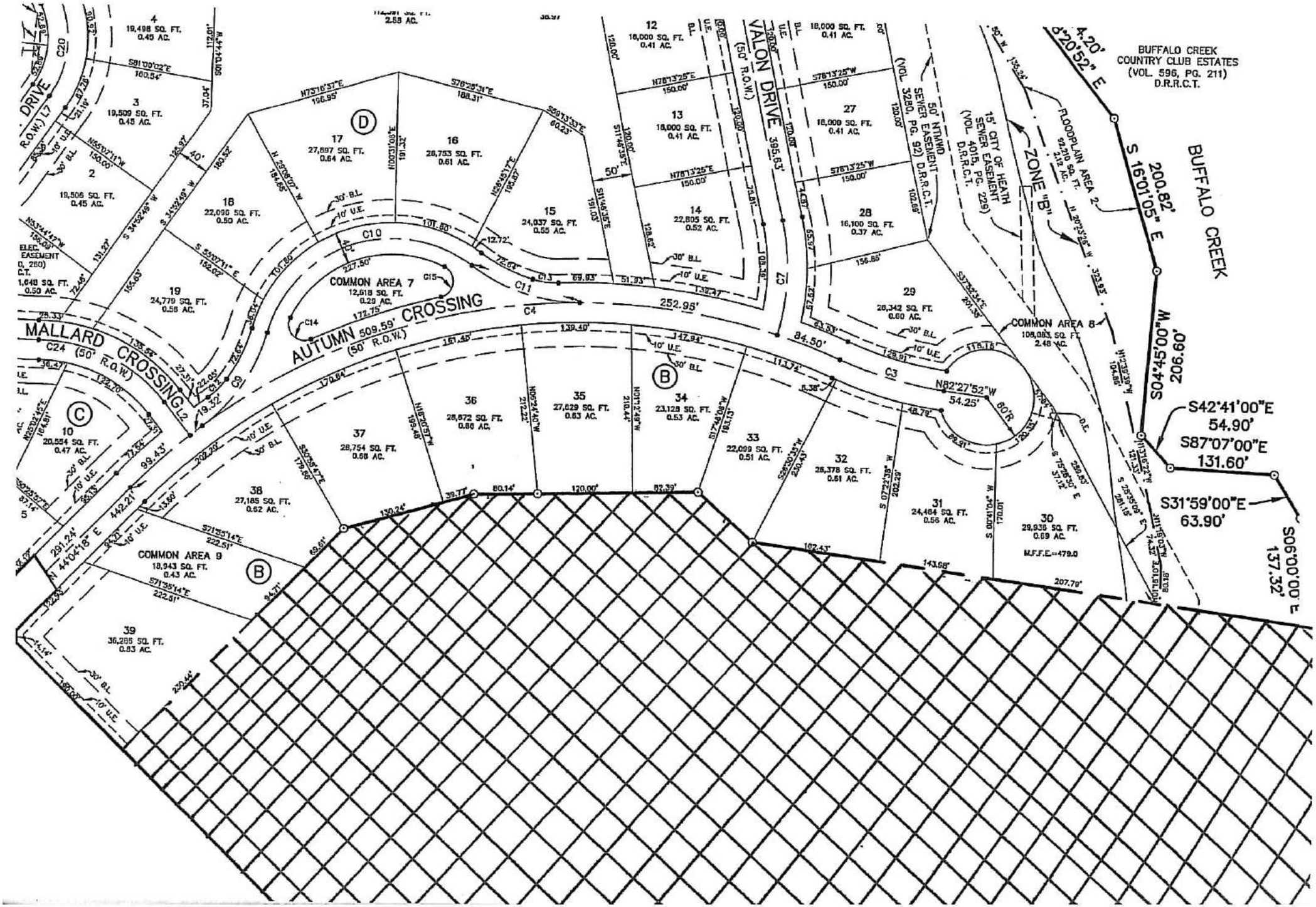
SAVE AND EXCEPT ANY PROPERTY PLATTED AS PUBLIC RIGHT OF WAY

EXHIBIT B-1, B-2

LAKE AREAS

EXHIBIT B-1

⊠ - LAKE AREA



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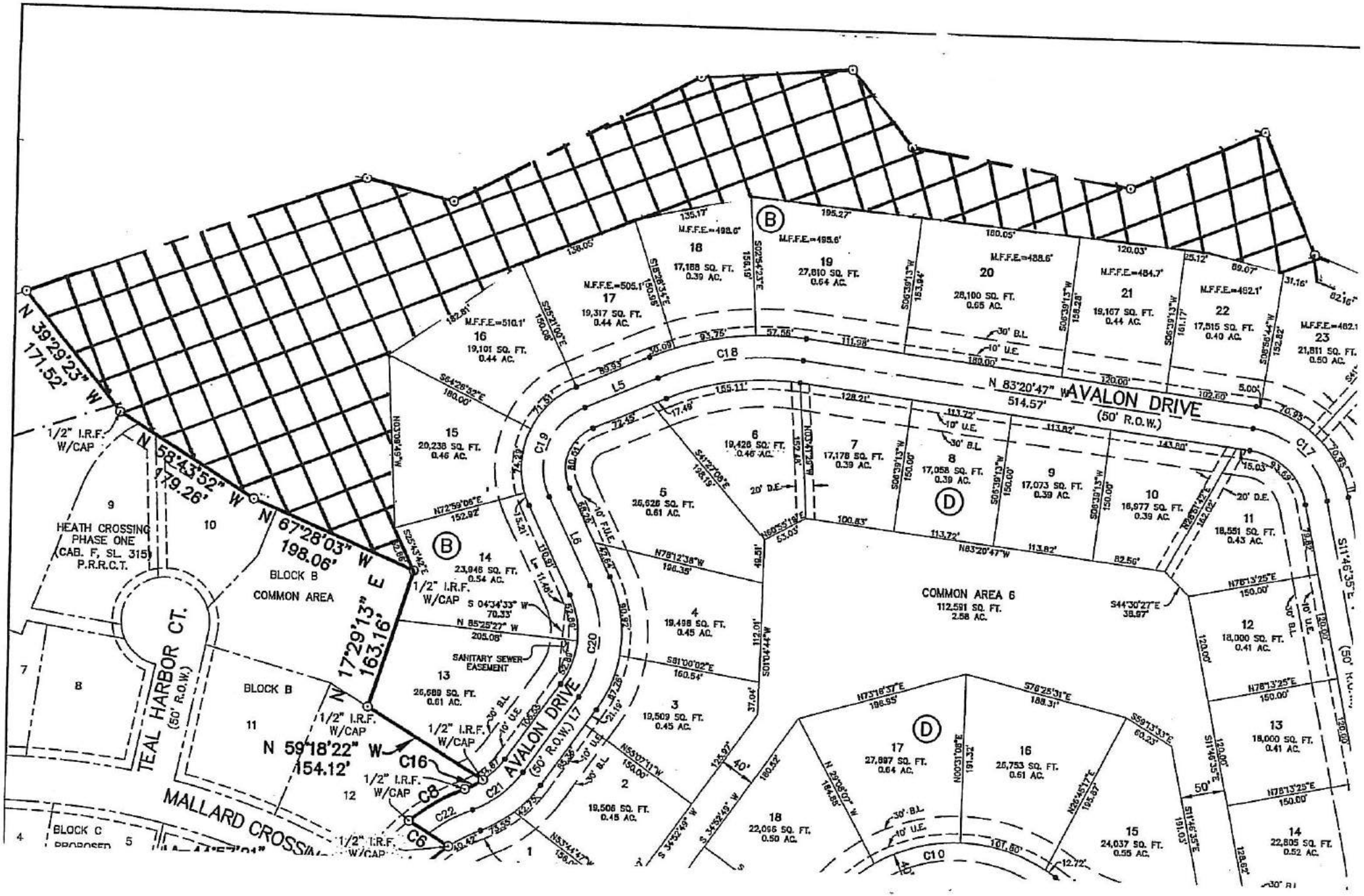
▨ – LAKE AREA