

After Recording Please Return To:

Rosie Pattinson
Thompson Realty Capital
1600 N. Collins Blvd., Ste 1500
Richardson, Texas 75080

20160000010134

06/17/2016 01:44:18 PM

DECLARATION

Pg: 1/11

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATH CROSSING PHASE 2B & 3A
HEATH, TEXAS**

STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATH CROSSING PHASE 2B & 3A (the "Supplemental Declaration") is made this 16th day of June, 2016, by TR Heath Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

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 as amended on September 21, 2015; 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 2B & 3A.

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 thirty-two hundred (3,200) 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 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 approved 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". 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 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

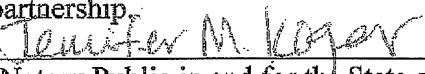
By: TFC Heath GP, Inc.,
a Texas corporation, its general partner

By: 
W. T. Field, Executive Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16TH day of June, 2016, by W. T. Field, 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

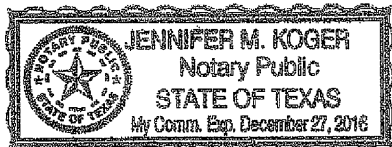


EXHIBIT A

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

LINE	DESCRIPTION	LINE TABLE	DISTANCE
L1	5 000 000 000	5 000 000 000	55 007
L2	5 000 000 000	5 000 000 000	55 007
L3	5 000 000 000	5 000 000 000	55 007
L4	5 000 000 000	5 000 000 000	55 007
L5	5 000 000 000	5 000 000 000	55 007
L6	5 000 000 000	5 000 000 000	55 007
L7	5 000 000 000	5 000 000 000	55 007
L8	5 000 000 000	5 000 000 000	55 007
L9	5 000 000 000	5 000 000 000	55 007
L10	5 000 000 000	5 000 000 000	55 007
L11	5 000 000 000	5 000 000 000	55 007
L12	5 000 000 000	5 000 000 000	55 007
L13	5 000 000 000	5 000 000 000	55 007
L14	5 000 000 000	5 000 000 000	55 007
L15	5 000 000 000	5 000 000 000	55 007
L16	5 000 000 000	5 000 000 000	55 007
L17	5 000 000 000	5 000 000 000	55 007
L18	5 000 000 000	5 000 000 000	55 007
L19	5 000 000 000	5 000 000 000	55 007
L20	5 000 000 000	5 000 000 000	55 007
L21	5 000 000 000	5 000 000 000	55 007
L22	5 000 000 000	5 000 000 000	55 007
L23	5 000 000 000	5 000 000 000	55 007
L24	5 000 000 000	5 000 000 000	55 007
L25	5 000 000 000	5 000 000 000	55 007
L26	5 000 000 000	5 000 000 000	55 007
L27	5 000 000 000	5 000 000 000	55 007
L28	5 000 000 000	5 000 000 000	55 007
L29	5 000 000 000	5 000 000 000	55 007
L30	5 000 000 000	5 000 000 000	55 007



1. Basis of Bearing being N 87°52'38" E for a south boundary line of the Willow Creek Ranch, as shown on the Survey plat.
2. A 1/2-inch iron rod will be set at all boundary corners, both corners, points of curvature, points of tangency and angle points in public rights-of-way or wherever possible unless otherwise shown or noted in this drawing when construction of this subdivision has been completed.
3. The Campion, Kean tracks and the Flood Plain tracts will be owned and controlled by the Homeowner's Association.
4. All Landscape Elements will be maintained by Homeowner's Association.
5. By graphical plotting, part of the parcel described herein lies within Space 1, Block 1, Lot 1, of the 19th Street Addition, as delineated on the Survey plat. The Rockwood Acre(s) (Space 1), Zone "A", as delineated on the Survey plat, Rockwood Acre(s), Texas and Incorporated Areas, flood hazard areas, as shown on the Flood Insurance Rate Map, effective September 1, 1995, is/are delineated by the Federal Emergency Management Agency. The Surveyor utilized the above Federal Flood Insurance Rate Map for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency. The Surveyor does not certify that the Surveyor shall not create liability on the part of the Surveyor.

BY SIGNATURE:

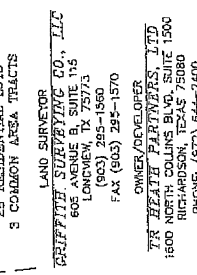
FINAL PLAT L-373
HEATH CROSSING
PHASES TWO B & THREE A

50.437 ACRES
SITUATED IN THE
EDWARD TEAL SURVEY, ABST. NO. 207
CITY OF HEATH, ROCKWALL COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 0031145
201 WINDCO CIRCLE, SUITE 200, WYLLIE, TX 75068
(972) 941-8400 FAX (572) 941-8401

DATE MAY 26, 2015

0755g\QWJ\7559 Fnd. plot 25-3A.dwg



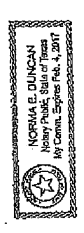
EDWARD TEAL SURVEY A-207

I hereby certify that the above and foregoing plat of Heath Crossing, Phases Two B and Three A, as shown on the plat, was approved by the Mayor of the City of Heath, Texas, on the 14th day of June, 2016.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one year from said date of final approval. An extension may be granted by the City Council.

Said addition shall be subject to all the requirements of the Platting Ordinance of the City of Heath, Texas.

Witness my hand this 14th day of June, 2016.



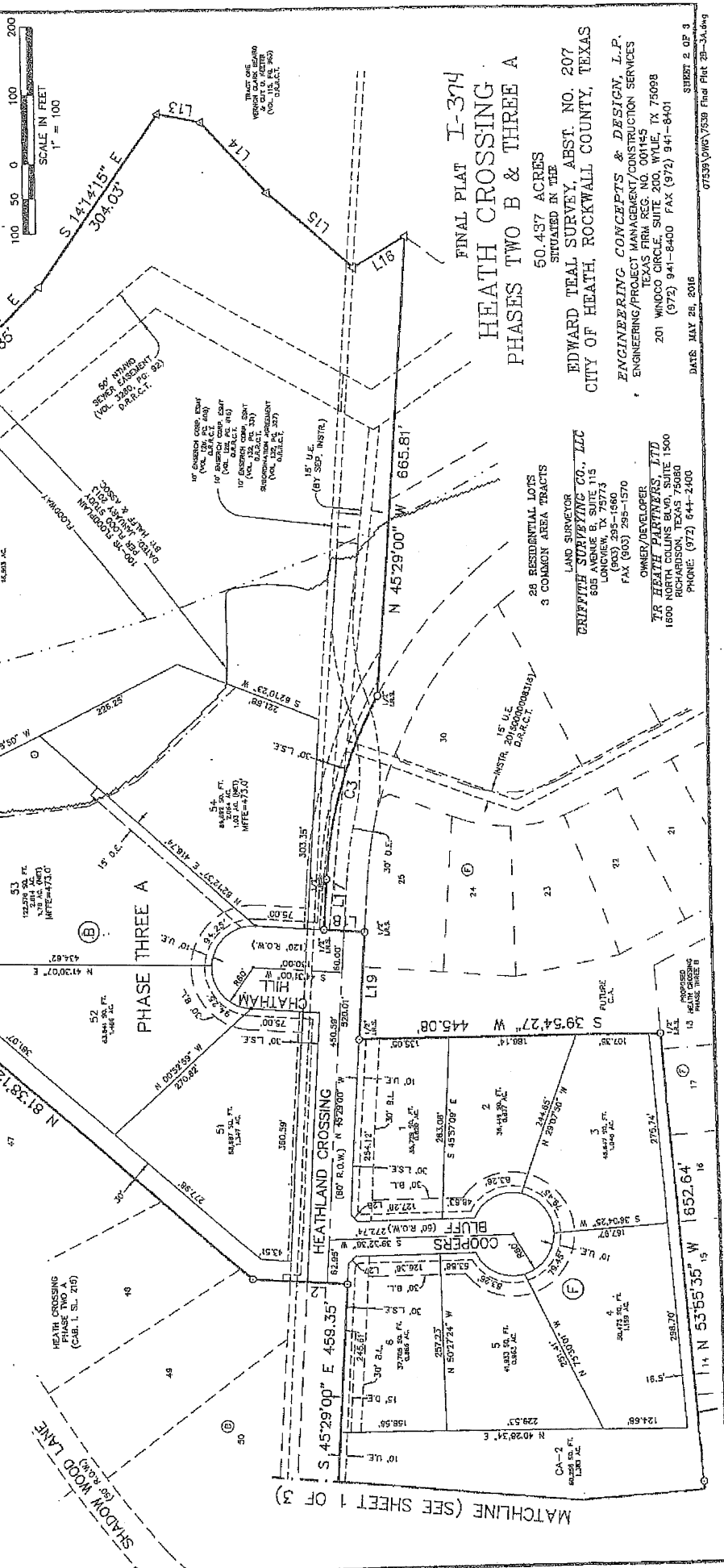
[Signature]
City Secretary
City of Heath, Texas

APPROVAL CERTIFICATE

Reviewed for Final Approval:
[Signature]
June 14, 2016
Date

Approved:
[Signature]
June 15, 2016
Date

Mayor
City of Heath, Texas



MATCHLINE (SEE SHEET 1 OF 3)

STATE OF TEXAS

BEGINNING at the $0\frac{1}{2}$ -inch iron rod set for the north corner of said 4.81 acre tract, the northwest corner of said 55.272 acre tract and the southwest corner of Willow Springs, Phase 2B, on addition to tract being more particularly described by reference to plat records:

[illegible][illegible]

Southeasterly, with said curve to the left, through a central angle of 05 degrees 23 minutes 19 seconds, on arc distance of 94.05 feet to a 1/2-inch iron rod set for the beginning of a reverse curve to the right having a radius of 1000.00 feet whose chord bears South 50 degrees 13 minutes 16 seconds east a distance of 165.19 feet;

North 44 degrees 31 minutes 00 seconds East, a distance of 132.58 feet to a 1/2-inch iron rod set for corner.

South 15 degrees 18 minutes 56 seconds East, a distance of 106.16 feet.

North 85 degrees 13 minutes 09 seconds East, a distance of 101.24 feet:

South 00 degrees 30 minutes 05 seconds West, a distance of 41.50 feet;
South 00 degrees 30 minutes 05 seconds West, a distance of 84.00 feet;

South; 27 degrees 47 minutes 57 seconds East, a distance of 64.03 feet.

South 14 degrees 14 minutes 15 seconds East, a distance of 304.03 feet;

South 81 degrees 15 minutes 00 seconds West, a distance of 168.70 feet;

rad set for the beginning of a non-tangent curve to the left having a radius of 26,000 ft. and a central angle of 100 degrees. The bearing of the line was North 33 degrees 14 minutes West a distance of 275.59 feet.

THENCE North 45 degrees 29 minutes 00 seconds West, a distance of 72.38 feet to a 1/2-inch iron rod set for corner.

[illegible]

STATE OF TEXAS

PHONE: (912) 636-2400

SURVEYOR'S CERTIFICATE

Filed and Recorded
Official Public Records
Shirley Miller, County Clerk
Rockwall County, Texas
06/18/2016 09:23:18 AM
STEQ. 00
238103963002949

FINAL PLAT I-375
HEATH CROSSING
PHASES TWO B & THREE A

50.437 ACRES
SITUATED IN THE

EDWARD TEAL SURVEY, AEST. NO. 207
CITY OF HEATH, ROCKWALL COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES

OWNER/DEVELOPER
TR HEATH PARTNERS, LTD
1600 NORTH COLLINS BLVD, SUITE 1500
RICHARDSON, TEXAS 75080

PHONE: (716) 442-4422

DATE: MAY 26, 2018

Sheet 3 of 3

**Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
06/17/2016 01:44:18 PM
Fee: \$66.00
20160000010134**



A handwritten signature in cursive script, appearing to read "Shelli Miller".