



**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE FAIRWAYS OF HEATH CROSSING  
PHASE FIVE  
(HEATH, TEXAS)**

**STATE OF TEXAS                    )**  
**)**  
**COUNTY OF ROCKWALL            )**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FAIRWAYS OF HEATH CROSSING, PHASE FIVE (this "Supplemental Declaration") is made this 1<sup>st</sup> day of March, 2021, 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 the Fairways of Heath Crossing (the "Declaration") filed with the County Clerk of Rockwall County on March 1, 2021 in the Official Public Records of Rockwall County, Texas under County Clerk No. 2021000004762; 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.

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## 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 Phase Five.

## 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 - 20 feet.
2. Minimum depth of rear setback - 15 feet for main building and 10 feet for accessory building or other structure.
3. Minimum width of side setback:
  - a) Internal lot - 5 feet
  - b) Side yard setback abutting street – 15 feet.

**3.2 Floor Space and Building Height.** Each dwelling constructed on any Lot in the Neighborhood shall contain a minimum of one thousand seven hundred fifty (1,750) square feet of air conditioned floor area, exclusive of porches, garages, or breezeways attached to the main dwelling. No dwelling constructed on any Lot in the Neighborhood shall exceed thirty-five (35) feet in height, as measured from the top of the foundation slab of the proposed dwelling to the ridge line of the roof of the proposed dwelling.

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**3.3 Construction Requirements.** One hundred percent (100%) 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, stone material, or “cementitious” siding approved by the City of Heath as acceptable masonry. Any other exterior material shall require the express, itemized approval of the ACC for that particular dwelling.

**3.4 Roofing Material and Pitch.** The pitch, color and composition of all roof materials must be in compliance with all applicable City of Heath Ordinances, and approved in writing by the Architectural Control Committee (the “ACC”). Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the ACC. To the extent not further restricted by applicable ordinances, the roof of the primary residence erected on a Lot shall have a pitch of no less than 8:12. Any roof pitch lower than 8:12 is prohibited unless the Owner has submitted an application to the City of Heath, and thereafter obtained, a conditional use permit for such lower pitch, and has otherwise obtained approval in advance from the ACC. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be submitted as part of the construction plans and specifications, and shall be subject to approval by the ACC. To the extent not further restricted by applicable ordinances, 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 be submitted as part of the construction plans and specifications, and shall require the express, itemized approval of the ACC for each structure constructed on a Lot in the Neighborhood. In addition, roofs of buildings may be constructed with “Energy Efficiency Roofing” with the advance written approval of the ACC and the City of Heath. For the purpose of this Section 3.4, “Energy Efficiency Roofing” means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Neighborhood; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the Neighborhood; and (iii) match the aesthetics of adjacent property. Any other type of roofing material shall be permitted only with the advance written approval of the ACC and the City of Heath.

**3.5 Exterior Paint and Stain Colors.** Exterior paint and stain colors for all improvements shall be submitted as part of the construction plans and specifications, and shall require the express, itemized approval of the ACC.

**3.6 Garages, Driveways and Sidewalks.** Each dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Any garage may be located no nearer than ten (10) feet from the rear property line of the Lot. All driveways must

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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 must be approved in advance by the ACC. The homebuilder of each Lot shall construct, at such homebuilder's sole cost and expense and prior to the occupancy of any improvement on such Lot, a sidewalk on such Lot, a sidewalk on such Lot which is located and designed in conformance with the City of Heath Code of Ordinances.

**3.7 Open Fences.** All fences for any dwelling shall comply with all applicable laws and be constructed solely of masonry (columns) or of black iron, tubular steel, or aluminum. Fencing plans shall be submitted as part of the construction plans and specifications, and shall be subject to approval by the ACC. Fences shall be open fencing, and shall not exceed five (5) feet in height. Fencing of front yards, walls enclosing an entire site, chain link fences, wood fences, and agricultural fences are strictly prohibited. In the event of any dispute or disagreement as to the location of a fence on a Lot, the decision of the ACC, in its sole and absolute discretion, will be final.

**3.8 Alteration or Removal of Improvements.** Any proposed alterations, other than normal maintenance, which materially alters the exterior appearance of any improvement, or the removal of any improvement shall require plans and specifications submitted to the ACC, and shall be performed only with the prior written approval of the ACC.

**3.9 Grading and Drainage.** There shall be no interference with the established drainage patterns over any of the Neighborhood, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the approved civil engineer described below. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots. A grading and drainage plan certified by a licensed civil engineer approved by Declarant (currently Engineering Concepts & Design, L.P.) must be included in all construction plans and specifications for the initial improvements on a Lot.

**3.10 Swimming Pools.** Any swimming pool constructed on a Lot must be enclosed with a fence, perimeter fence, or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable laws. Swimming pool plans shall be submitted as part of the construction plans and specifications, and shall be subject to approval by the ACC. Nothing in this Section 3.10 is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable laws concerning swimming pool enclosure requirements. Above-ground or non-permanent swimming pools are prohibited other than small inflatable pools used on a temporary basis.

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**3.11 Solar Energy Devices.** The installation of solar energy devices shall require the express, itemized approval of the ACC for each structure constructed on a Lot in the Neighborhood. Except as may be approved in advance and in writing by the ACC, each solar energy device to be installed must be located (i) on the roof of the residence located on the Owner's Lot, (ii) entirely within a fenced area of the Owner's Lot, or (iii) entirely within a fenced patio located on the Owner's Lot. If the solar energy device will be located on the roof of the residence, the ACC may designate the location for placement unless the Owner can establish that the location proposed by the Owner substantially increases the estimated annual energy production of the solar energy device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory. Additionally, the solar energy device (a) may not extend higher than or beyond the roofline; (b) must conform to the slope of the roof and the top edge of the solar energy device must be parallel to the roofline; and (c) may not have any frame, support brackets, or visible piping or wiring associated with the solar energy device of a color other than bronze or black. If a solar energy device will be located in the fenced area of the Owner's Lot or patio, no portion of the solar energy device may extend above the fence line.

**3.12 Rainwater Harvesting Systems.** The installation of rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") shall require the express, itemized approval of the ACC for each structure constructed on a Lot in the Neighborhood. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following: (i) the Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ACC; (ii) the Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device; (iii) the Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street; and (iv) there is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC.

**3.13 Landscaping Guidelines.** General landscaping guidelines for each Lot are set forth below.

**A. Landscape Plans.** Detailed landscape plans for each Lot may be submitted to the ACC for consideration after construction of the principal residential structure thereon has begun, so long as such submission occurs at least thirty (30) days after completion of the residence. There shall be no revisions made to approved plans without submission to, and approval by, the ACC of the revised plans. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in North Texas for landscaping purposes and which are approved by the ACC. Landscaping in accordance with the approved plans shall be installed within forty-five (45) days after issuance of a certificate of occupancy with respect to the

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principal residential structure. Extensions to the time limit may be granted by the ACC for up to an additional thirty (30) days on a case by case basis. The approved plans shall include permanent sodded grass or "ground cover" in all sodded areas. Winter rye shall be considered a temporary measure to reduce soil erosion through the winter season, and shall be completely removed and replaced with sodded grass according to the approved plans. Unless the ACC approves leaving a portion of a Lot in its natural state, each Lot shall be landscaped by Owner with: (i) full sodded front, side and rear yards, and (ii) the required cumulative caliper of trees set forth in Section 3.13(B) within forty-five (45) days after issuance of a certificate of occupancy with respect to the principal residential structure. The ACC may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the ACC of any such garden.

**B. Tree Preservation.** All Lots are subject to the tree preservation restrictions of the City of Heath. During construction, existing trees shall be preserved and protected in compliance with the City of Heath ordinances for the intended development, in the manner determined by the City of Heath. As of the date of the Plat, existing trees to be protected are deemed to be those trees with a nine-inch (9") caliper or greater measured at a point twelve inches (12") above ground level. Each Lot must contain a minimum of three trees, with at least one tree in the front yard, and each with a minimum caliper of 3" unless such Lot has obtained a variance from the City of Heath. No existing trees may be removed within any easement areas or Common Areas without ACC approval, which may be withheld in the ACC's sole discretion. Removal of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition. The ACC may require that any tree which, in its sole discretion, it deems to have been unnecessarily removed shall be replaced with one or more trees of a type and size approved by the ACC.

**C. Additional Landscape Requirements.** Each Lot shall be subject to the following additional landscape requirements:

- In addition to the trees required pursuant to Section 3.13B above, each Owner is responsible for planting trees on its Lot with a minimum cumulative caliper of 6" and with a minimum single caliper of 3" for each tree. Upon prior written approval by the Declarant and the City of Heath, the foregoing requirement (i) may be waived based on the number of preserved trees within a Lot, or (ii) may be satisfied by planting one or more trees at a location other than such Owner's Lot.
- Retaining walls must be constructed of masonry or similar material. Plans for retaining walls shall be submitted as part of the construction plans and specifications, and must be

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approved in advance of construction by the ACC.

- Ground cover, defined as a planting of low plants (such as ivy) that covers the ground in place of turf, is permitted. Rock or stone are not acceptable for use as a ground cover other than in flowerbed or walkway areas. The use of rock or crushed rock as a ground cover shall not be permitted, except on a limited basis upon prior written approval by the ACC.
- The ACC reserves the right to require additional landscaping for pools, pool equipment, cabanas and other hardscape elements that may be constructed after completion of the principal residential structure and associated landscaping.
- Hardscape elements in the landscaping must be in scale with the principal residential structure and associated structures. Hardscape elements, sculptures and fountains are subject to approval by the ACC.
- Notwithstanding any requirements to the contrary, Owners shall comply with all applicable governmentally imposed water use restrictions and shall be granted appropriate relief from any specific requirement set forth in this Supplemental Declaration that cannot reasonably be complied with, as determined by the ACC, as a result of such water use restrictions.

**D. Xeriscaping.** As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the ACC. Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following: (i) the Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this Section 3.13, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ACC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or 2) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot; (ii) no Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard; and (iii) the Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

**3.14 Home Plan Repetition.** The ACC may, in its sole and absolute discretion, deny a home plan or elevation proposed for a particular Lot if a substantially similar home plan or

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elevation exists on a Lot in close proximity to the Lot on which the home plan or elevation is proposed. Notwithstanding the foregoing, the home plan spacing matrix, signed by CLH 20, LLC and depicted on Exhibit B attached hereto and made a part hereof for all purposes, is expressly approved by the ACC, provided that there are no deviations from such spacing matrix.

**3.15 Consolidated Building Site.** Any owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the ACC, 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 consolidated 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 may be eliminated and abandoned upon approval of a consolidated building site, provided that such easements are not then being used for utility purposes. Any such consolidated 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. Any consolidated building site will still be considered as the number of Lots originally comprising such consolidated site for the purposes of voting rights and assessments under the Declaration and this Supplemental Declaration.

**3.16 Common Area Ingress and Egress.** At no time may any Owner use the Common Area or other open spaces within the Neighborhood for automobile or other motorized device ingress/egress or storage, but ingress/egress by pedestrians is permitted.

**3.17 Arbors/Pergola/Patio Covers/Cabanas/Outdoor Kitchens.** Plans for all arbors, pergolas, patios covers, cabanas and outdoor kitchens shall be submitted as part of the construction plans and specifications, and must be approved in advance of construction by the ACC.

Arbors, patio covers, cabanas and outdoor kitchens must meet the following:

- Shall not exceed twenty feet (20') in height.
- Be of masonry approved by the City of Heath which matches the principal residential structure constructed on the Lot (all other materials will be reviewed by the ACC on a case by case basis).
- The shingles of the roof must match the principal residential structure constructed on the Lot.
- Lattice on an arbor will be considered by the ACC on a case by case basis.

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**3.18 Decks.** Plans for all decks shall be submitted as part of the construction plans and specifications, and must be approved in advance of construction by the ACC. Backyard deck additions must be of stained concrete or treated cedar or wood that is painted or stained to match the principal residential structure constructed on the Lot (all other materials will be reviewed on a case by case basis by the ACC).

**3.19 HVAC and Pool Equipment.** No air-conditioning apparatus or pool equipment may be installed in front of the principal residential structure unless screened in a manner approved by the ACC. Window air-conditioning apparatus and evaporative coolers are prohibited. Air conditioning compressors and pool equipment shall be screened by a fence, landscaping, or other structural screening element constructed of materials submitted as part of the construction plans and specifications, and must be approved in advance by the ACC.

**3.20 City Park Maintenance.** All Owners are deemed to have acknowledged by the purchase of their respective Lots that the Association has the duty, at the Association's expense, to maintain the 4.1 acre city park located on White Road in the proximity of the Neighborhood (notwithstanding that the city park is owned by the City of Heath), and that a portion of such expenses shall be included in the Assessments levied against the Owners of the Neighborhood.

## ARTICLE IV

### APPROVALS AND VARIANCES

**4.1 Architectural Control.** No building, structure, retaining wall, paving, pools, fencing, hot tubs or other 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 ACC. The ACC shall have the right, in its sole and exclusive discretion, to disapprove any plans and specifications for any of the following reasons: a) if such plans, specifications and /or site plans are not in accordance with any of the provisions of the Master Declaration, this Supplemental Declaration, or codes, ordinances and regulations of the City of Heath, Texas, or any other applicable laws or regulations; (b) if the exterior design, appearance, location, or color scheme and landscaping for the proposed improvements are not in harmony with the general surrounding of the Neighborhood or with existing or proposed adjacent structures or with the topography thereof; (c) if the plans, specifications, and /or site plans submitted are incomplete; (d) if the plans, specifications and /or site plans do not provide for approved quality of materials or finished grade elevation and drainage plan; or (e) if the ACC deem the plans, specifications and /or site plans or any part hereof, to be contrary to the interest, welfare or rights of the Neighborhood.

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**4.2 Variances.** Upon submission of a written request for same, the ACC 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. 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 ACC 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 ACC's right to strictly enforce this Supplemental Declaration against any other Owner.

**4.3 No Liability.** Neither Declarant, the Association, the ACC, 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 ACC, 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 ACC 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 ACC, 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, the ACC, and (upon compliance with Section 5.3 hereof) each Owner of a Lot in the Neighborhood, and each of their respective successors and Supplemental Declaration  
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assigns. This Supplemental Declaration shall be effective for an initial term beginning on the date that this Supplemental Declaration is recorded in the Official Public Records of Real Property of Rockwall County, Texas, and continuing through and including January 1, 2071, after which time such Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution in the Official Public Records of Real Property of Rockwall County, Texas.

**5.2 Amendments.** In addition to Section 5.1 of this Article, this Supplemental Declaration may be amended and/or changed upon the express written consent of Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. 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 herein 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, through appropriate judicial means, 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.

**[SIGNATURE ON FOLLOWING PAGE]**

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**CONSENT OF MORTGAGEE**

The undersigned, being the sole owner and holder of the lien created by a Deed of Trust and Security Agreement recorded on June 6, 2019 as Document No. 201900000365 in the Official Public Records of Rockwall County, Texas (the "Lien"), securing a note of even date therewith, executes this Supplemental Declaration solely for the purposes of (i) evidencing its consent to this Supplemental Declaration, and (ii) subordinating the Lien to this Supplemental Declaration, both on the condition that the Lien shall remain superior to any Assessment Lien in all events.

INWOOD NATIONAL BANK,  
a national banking association

By: *[Signature]*  
Printed Name: RICK CARROLL  
Title: MARKET PRESIDENT

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on this 1<sup>st</sup> day of March 2021, by \_\_\_\_\_ of Inwood National Bank, a national banking association, on behalf of said bank.

[seal] *[Signature]*  
Notary Public, State of Texas



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE NEIGHBORHOOD

BEING a 17.483 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 94.13 acre tract of land (Tract 1), described in deed to TR Heath Partners, Ltd., as recorded in Volume 4531, Page 38, Deed Records, Rockwall County, Texas, said 17.483 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod set for corner in the northeast boundary line of said 94.13 acre tract from which the north corner of said 94.13 acre tract bears North 53 degrees 20 minutes 00 seconds West, a distance of 63.37 feet, said corner being in the south boundary line of Buffalo Creek Country Club Estates, Phase Two, an addition to the City of Heath, as recorded in Cabinet C, Slide 172 of said Plat Records and being within a tributary of Buffalo Creek (Tributary 8);

THENCE Southeasterly, with the common boundary lines of said Buffalo Creek Country Club Estates, Phase Two and said 94.13 acre tract and generally along the meanders of said Tributary 8, the following courses:

- South 53 degrees 20 minutes 00 seconds East, a distance of 45.94 feet;
- South 89 degrees 07 minutes 00 seconds East, a distance of 77.90 feet;
- South 65 degrees 24 minutes 00 seconds East, a distance of 52.50 feet;
- North 79 degrees 20 minutes 00 seconds East, a distance of 62.20 feet;
- South 71 degrees 21 minutes 00 seconds East, a distance of 142.79 feet;
- South 46 degrees 11 minutes 00 seconds East, a distance of 89.20 feet;
- North 84 degrees 54 minutes 00 seconds East, a distance of 77.89 feet;
- South 07 degrees 37 minutes 00 seconds East, a distance of 41.70 feet;
- South 53 degrees 14 minutes 00 seconds East, a distance of 99.10 feet;
- South 01 degrees 45 minutes 00 seconds East, a distance of 102.30 feet;
- South 34 degrees 04 minutes 00 seconds East, a distance of 113.20 feet;
- South 00 degrees 55 minutes 00 seconds East, a distance of 194.43 feet;
- South 77 degrees 16 minutes 00 seconds East, a distance of 81.94 feet;

THENCE South 29 degrees 38 minutes 57 seconds West, passing a 1/2-inch iron rod set for reference at a distance of 115.00 feet, a total distance of 1031.73 feet to a 1/2-inch iron rod set for the beginning of a tangent curve to the right having a radius of 125.00 feet whose chord bears South 59 degrees 12 minutes 14 seconds West, a distance of 123.31 feet;

THENCE Southwesterly, with said curve to the right, through a central angle of 59 degrees 06 minutes 34

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seconds, an arc distance of 128.96 feet to a 1/2-inch iron rod set for the end of said curve;

THENCE South 88 degrees 45 minutes 31 seconds West, a distance of 84.14 feet to a 1/2-inch iron rod set for corner;

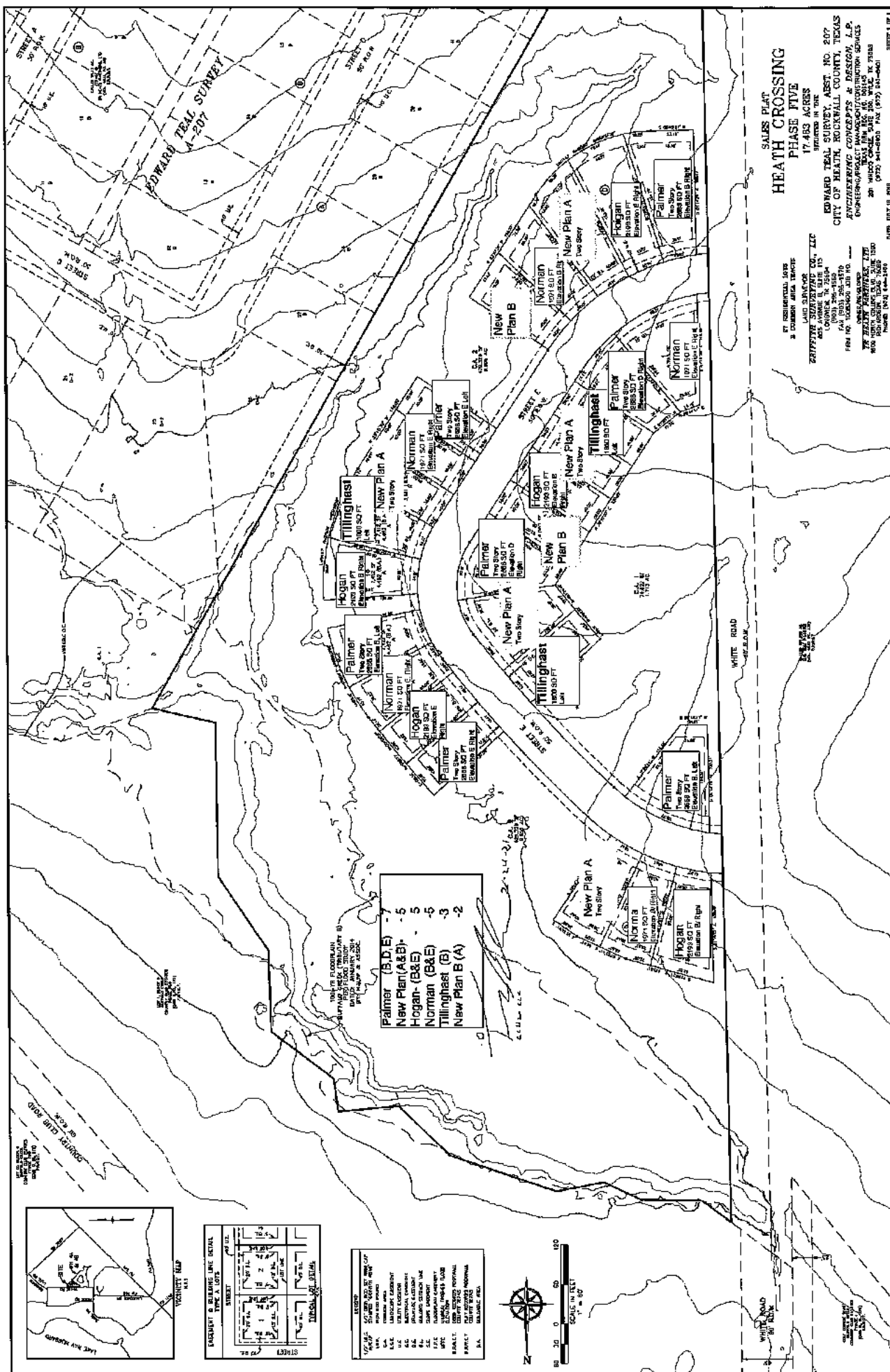
THENCE North 01 degrees 14 minutes 29 seconds West, 50 feet from and parallel to the west boundary line of said 94.13 acre tract, a distance of 1610.60 feet to the POINT OF BEGINNING AND CONTAINING 761,545 square feet or 17.483 acres of land.

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**EXHIBIT B**

**HOME PLAN SPACING MATRIX  
[ATTACHED]**

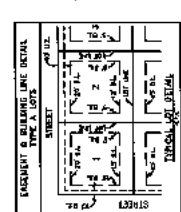
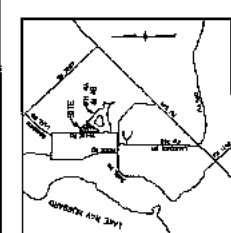


**SAULS PLAT  
HEALTH CROSSING  
PHASE FIVE**

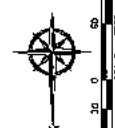
17.483 ACRES  
 EDWARD TEAL SURVEY, ABST. NO. 207  
 CITY OF HEATH, ROCKWALL COUNTY, TEXAS  
 CONCEPTUAL DEVELOPMENT  
 FOR 100 SINGLE-FAMILY HOMES  
 WITH 100 GARAGES  
 AND 100 CARPORTS  
 DATE: 02.27.08 208  
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Palmer (B,D,E)	- 5
New Plan (A&B)	- 5
Hogan (B&E)	- 5
Norman (B&E)	- 3
Tillinghaast (B)	- 3
New Plan B (A)	- 2



- 100-OR FLOORPLAN
- HAYWARD, TEXAS (MAY 1976)
- DATED JANUARY 2014
- BY L&P & ASSOC.



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