

**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 (1C/1D)  
HEATH, TEXAS**

**STATE OF TEXAS                    §**

**COUNTY OF ROCKWALL           §**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATH CROSSING PHASE 2 (1C/1D) (the "Supplemental Declaration") is made this 9<sup>th</sup> day of August, 2007, 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

**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 (1C/1D).

## 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

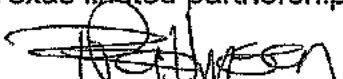
By: Thompson Realty Development Corporation,  
its general partner

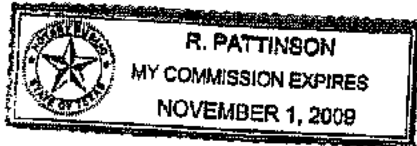
By:   
W. T. Field, President

THE STATE OF TEXAS  
COUNTY OF Collin

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of August, 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



**EXHIBIT A**

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



# EXHIBIT A

CURVE	DETAILED	TRANSIT	W/COMP	CHANGING	CHANGES
1	11	11	11	11	11
2	22	22	22	22	22
3	33	33	33	33	33
4	44	44	44	44	44
5	55	55	55	55	55
6	66	66	66	66	66
7	77	77	77	77	77
8	88	88	88	88	88
9	99	99	99	99	99
10	100	100	100	100	100
11	110	110	110	110	110
12	120	120	120	120	120
13	130	130	130	130	130
14	140	140	140	140	140
15	150	150	150	150	150
16	160	160	160	160	160
17	170	170	170	170	170
18	180	180	180	180	180
19	190	190	190	190	190
20	200	200	200	200	200

63 RESIDENTIAL LOTS  
6 COMMON AREAS  
6 FLOODPLAIN AREAS

### SURVEYOR'S CERTIFICATE

FOR THE RECORD AND FOR THE BENEVOLENT OF ALL MEN BY THESE PRESENTS:

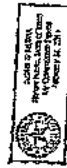
I, Chris E. Griffin, do hereby certify that this plat was prepared from an original and correct survey of the same, and that the same instruments shown therein were properly used under my personal supervision.



GIVEN MY SEAL OF OFFICE THIS THE 24TH DAY OF JULY, 2007.

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this 24th day of July, 2007, appeared Chris E. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.



GIVEN MY HAND AND SEAL OF OFFICE THIS THE 24TH DAY OF JULY, 2007.

NOTARY PUBLIC FOR THE STATE OF TEXAS

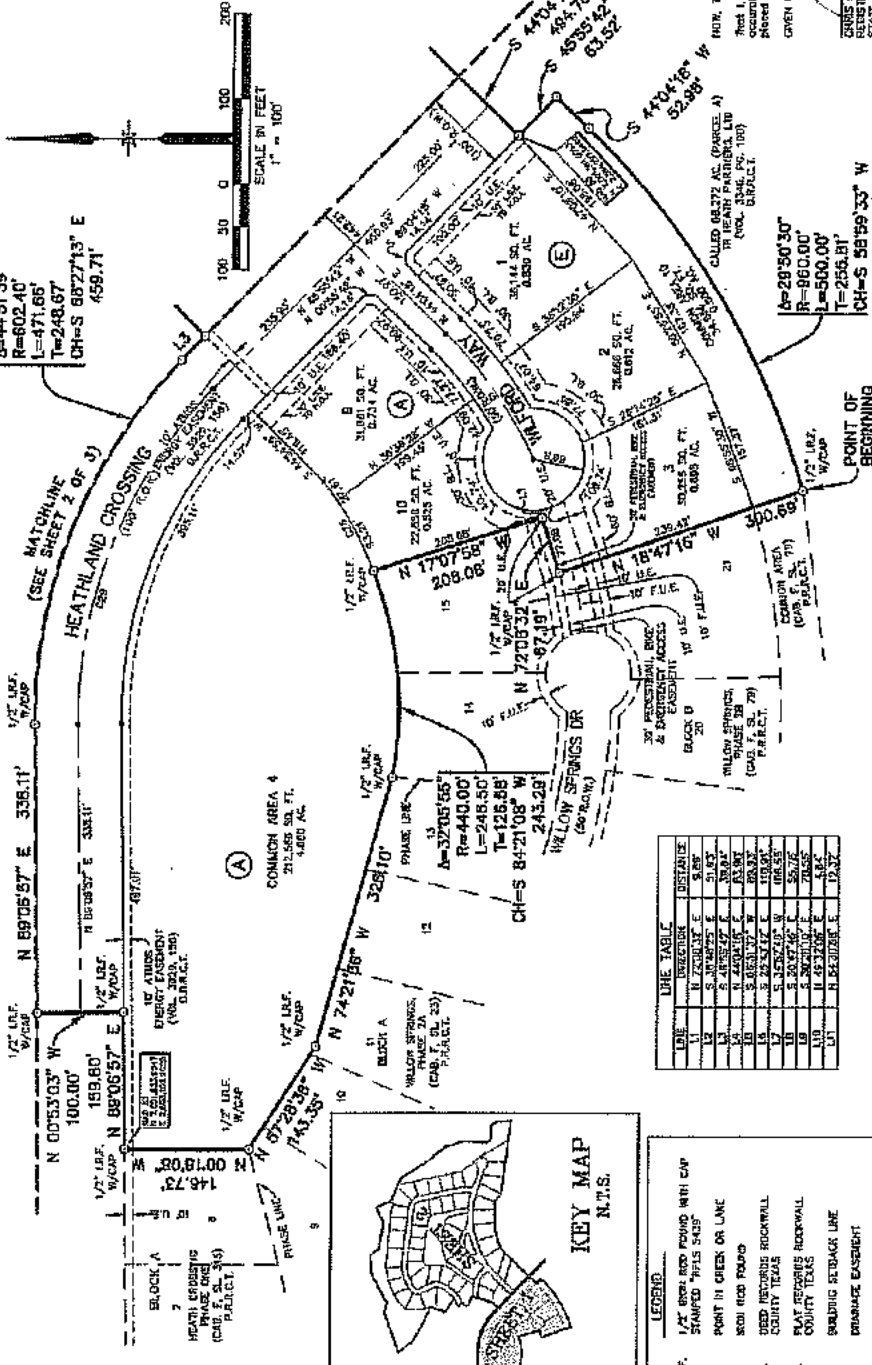
**FINAL PLAT  
HEATH CROSSING  
PHASES 1C & 1D**

55.33 ACRES  
SHOWN IN THE

EDWARD TEAL SURVEY, ABST. NO. 207  
CITY OF HEATH, ROCKWALL COUNTY, TEXAS  
ENGINEERING CONCEPTS & DESIGN, L.P.  
300 CAPITAL STREET, HEATH, TEXAS 75082  
PHONE (972) 944-0400

02/15/06/03/01/04 Final Plat, Plat No. 2496

SHEET 1 OF 3



### Notes:

1. Bank of bearing being 11 1/4" x 12" E for the east line of Lot 6. Block C of plat returned to C&G, F, & S, P.L.C., L.P.
2. All monuments are 1/2" iron rod set with cap stamped "GRIFFITH 4848" unless otherwise indicated, except within creeks.
3. The Floodplain Area shall be owned and maintained by the Homeowner's association.
4. All Common Areas and Landscape Easements shall be owned and maintained by Homeowner's Association.

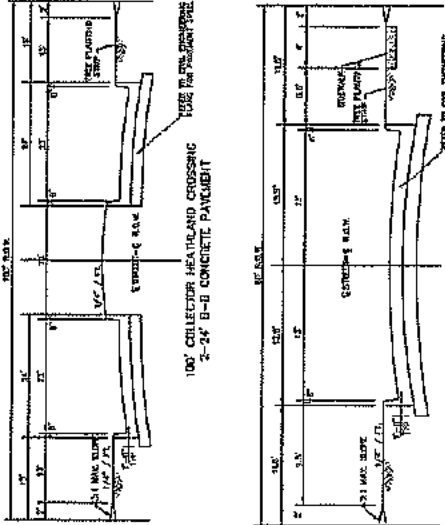
### BENCHMARKS:

"X" set in concrete on Wall's Pond, about 1800 feet east of FA# 740  
ELEVATION=8352.17  
TADOT monument on the south side of F.M. 1740 at the intersection of F.M. 1740 and F.M. 740, about 740 feet west of the end of Cobble Creek Drive.  
ELEVATION=8647.79

### LAND SURVEYOR

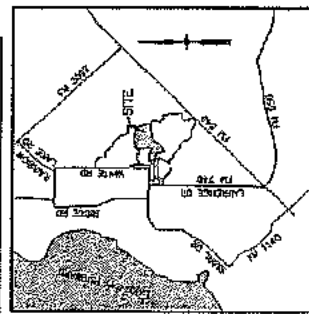
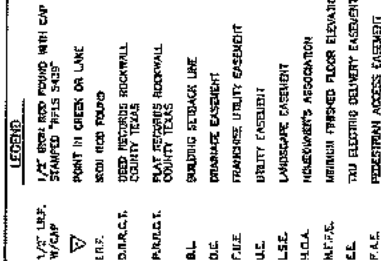
**GRIFFIN SURVEYING CO., LLC**  
2501 CAPITAL STREET  
WYLE, TEXAS, 75082  
PHONE (972) 944-2400  
(972) 941-8300

LINE	DESCRIPTION	DISTANCE
1	1 1/2" IRON ROD FOUND WITH CAP STAMPED "PHS 5403"	3.69'
2	POINT IN CREEK ON LINE	3.69'
3	IRON ROD FOUND	3.69'
4	WOODEN SIGN POST	3.69'
5	WOODEN SIGN POST	3.69'
6	WOODEN SIGN POST	3.69'
7	WOODEN SIGN POST	3.69'
8	WOODEN SIGN POST	3.69'
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60	WOODEN SIGN POST	3.69'
61	WOODEN SIGN POST	3.69'
62	WOODEN SIGN POST	3.69'
63	WOODEN SIGN POST	3.69'



### KEY MAP

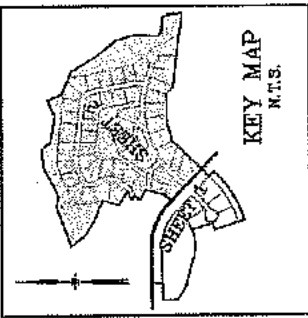
N.T.S.



### VICINITY MAP

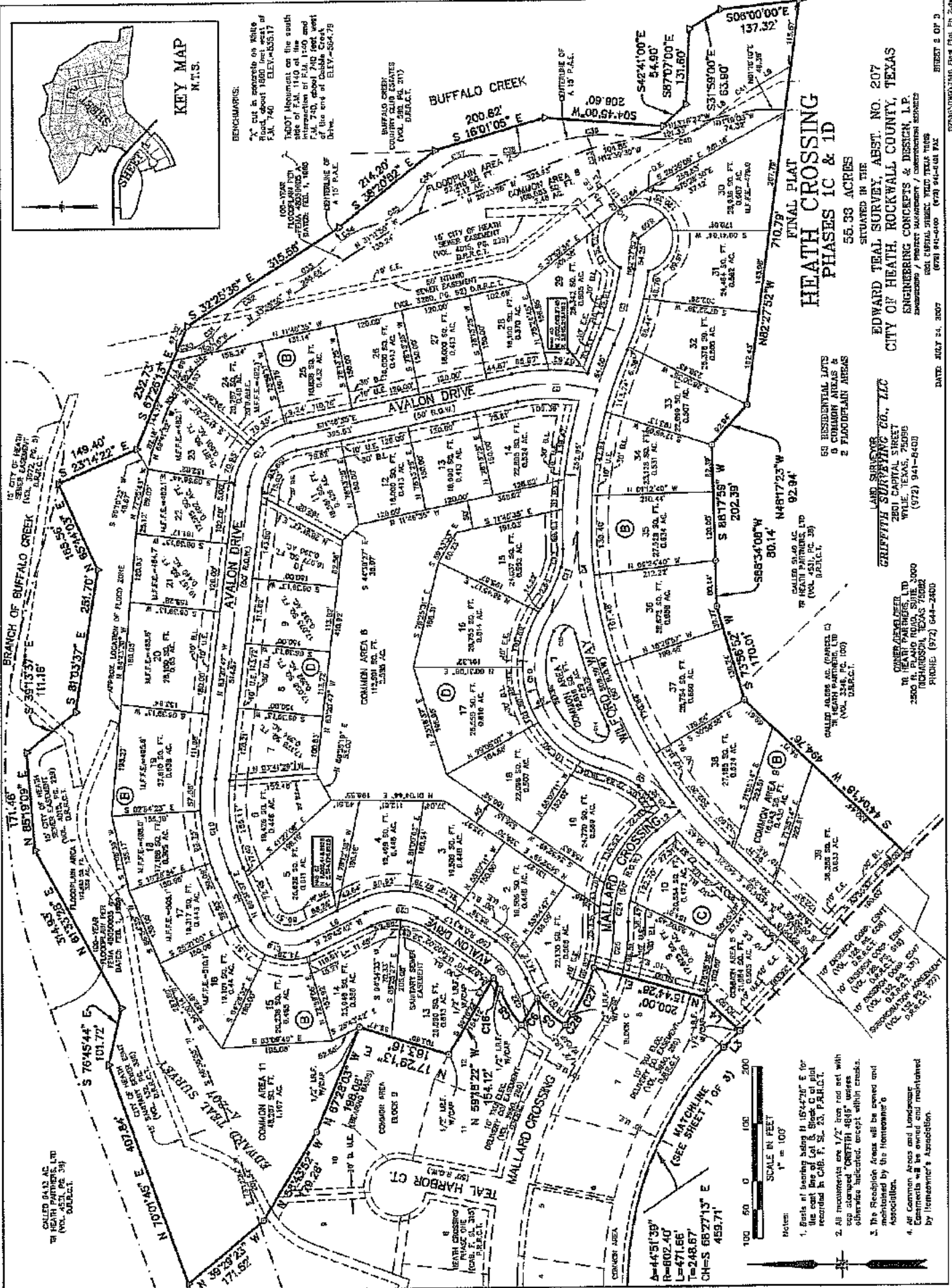
N.T.S.

**EXHIBIT A**



**BENCHMARKS:**

\* X cut in concrete on White  
 E.L.V. 440.00  
 ELEV. 435.17  
 TADOT Monument on the south  
 side of F.M. 1940 at the  
 intersection of the road  
 F.M. 740, about 740 feet west  
 of the end of Chubb Creek  
 Drive. ELEV. 454.73



**FINAL PLAT  
 HEATH CROSSING  
 PHASES 1C & 1D**

55.33 ACRES

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

LAND SURVEYOR  
**GRIFFITH SURVEYING CO., LLC**  
 2010 W. TEXAS HIGHWAY 75890  
 RICHARDSON, TEXAS 75082  
 (972) 941-6400

ENGINEERING CONCEPTS & DESIGN, L.P.  
 2500 N. PLANO ROAD, SUITE 3000  
 RICHARDSON, TEXAS 75082  
 PHONE: (972) 644-2400

TO  
 COMMON AREAS  
 2500 N. PLANO ROAD, SUITE 3000  
 RICHARDSON, TEXAS 75082  
 PHONE: (972) 644-2400

TO  
 COMMON AREAS  
 2500 N. PLANO ROAD, SUITE 3000  
 RICHARDSON, TEXAS 75082  
 PHONE: (972) 644-2400

TO  
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 RICHARDSON, TEXAS 75082  
 PHONE: (972) 644-2400

TO  
 COMMON AREAS  
 2500 N. PLANO ROAD, SUITE 3000  
 RICHARDSON, TEXAS 75082  
 PHONE: (972) 644-2400

- Scale: 1" = 100'
1. Basis of bearing being N 15°42'28" E for the east line of Lot 8, Block C of plat recorded in C.R. F. S.L. 23, P.A.R.C.T.
  2. All monuments are 1/2" iron rod set with cap stamped GRIFFITH 4885 unless otherwise indicated, except within cracks.
  3. The Resubdivided areas will be owned and controlled by the Homeowner's Association.
  4. All Common Areas and Landscaping Commitments will be owned and maintained by Homeowner's Association.

EXHIBIT A

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS, TR HEATH PARTNERS, LTD. BEING THE OWNER OF 56.33-acre tract of land... and being located in the City of Health, Rockwall County, Texas...

BEINGING that a 1/2-inch found iron rod with cap stamped 'HEALTH 5637' (unavailable) referred to as 'with cap' found for the southeast corner of Yellow Springs, Phase 2B, Rockwall County, Texas...

THESE with the center of said branch, the following corners and distances: North 70 degrees 41 minutes 43 seconds East, a distance of 101.72 feet; North 81 degrees 15 minutes 45 seconds East, a distance of 314.53 feet; North 85 degrees 19 minutes 00 seconds East, a distance of 171.48 feet; South 39 degrees 13 minutes 37 seconds East, a distance of 231.70 feet; North 05 degrees 42 minutes 00 seconds East, a distance of 49.40 feet; South 23 degrees 14 minutes 21 seconds East, a distance of 332.73 feet; South 32 degrees 29 minutes 13 seconds East, a distance of 315.69 feet; South 38 degrees 20 minutes 52 seconds East, a distance of 315.69 feet to a point for corner at the intersection of said branch with the center of Buffalo Creek...

THESE with the center of Buffalo Creek the following corners and distances: South 19 degrees 05 minutes 05 seconds East, a distance of 306.00 feet; South 04 degrees 45 minutes 00 seconds East, a distance of 149.00 feet; South 42 degrees 41 minutes 00 seconds East, a distance of 131.00 feet; South 00 degrees 00 minutes 00 seconds East, a distance of 131.00 feet; South 00 degrees 00 minutes 00 seconds East, a distance of 63.00 feet and South 06 degrees 00 minutes 00 seconds East, a distance of 137.52 feet...

THESE with the center of said branch, the following corners and distances: North 70 degrees 41 minutes 43 seconds East, a distance of 101.72 feet; North 81 degrees 15 minutes 45 seconds East, a distance of 314.53 feet; North 85 degrees 19 minutes 00 seconds East, a distance of 171.48 feet; South 39 degrees 13 minutes 37 seconds East, a distance of 231.70 feet; North 05 degrees 42 minutes 00 seconds East, a distance of 49.40 feet; South 23 degrees 14 minutes 21 seconds East, a distance of 332.73 feet; South 32 degrees 29 minutes 13 seconds East, a distance of 315.69 feet; South 38 degrees 20 minutes 52 seconds East, a distance of 315.69 feet to a point for corner at the intersection of said branch with the center of Buffalo Creek...

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6. No income dealing unit, or other structure shall be constructed on any lot in this addition by the owner of any other person until the developer and/or owner has complied with all requirements of the City of Health in the street or streets on which property abuts, including the actual installation of the street with sidewalks, curbs, gutters, storm drains, water and sewer, drainage structures, storm structures, storm sewers, and other, all according to the specifications of the City of Health.

OWNER: TR HEATH PARTNERS, LTD. MEMPHIS REALTY DEVELOPMENT CORPORATION BY: [Signature] V.P. TULL, PRESIDENT BY: [Signature] 500 MARSHALL COLLEGE, CANTON, MISSISSIPPI

STATE OF TEXAS COUNTY OF COLLIN BEFORE ME, the undersigned authority, on this date personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated. GIVEN MY HAND AND SEAL OF OFFICE THIS [Date] DAY OF [Month], 2007.

NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES: [Date] STATE OF TEXAS COUNTY OF COLLIN BEFORE ME, the undersigned authority, on this date personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated. GIVEN MY HAND AND SEAL OF OFFICE THIS [Date] DAY OF [Month], 2007.

APPROVAL CERTIFICATE Received for Final Approval [Signature] Planning & Zoning Commission [Signature] Mayor, City of Health, Texas



LAND SURVEYOR GRIPPING SURVEYING CO., LLC 2601 CAPITAL STREET WILE, TEXAS, 75109 (972) 941-8400

FINAL PLAT HEATH CROSSING PHASES 1C & 1D 56.33 ACRES

SITUATED IN THE EDWARD TEAL SURVEY, ABST. NO. 207 CITY OF HEALTH, ROCKWALL COUNTY, TEXAS ENGINEERING CONCEPTS & DESIGN, L.P.

DATE: JULY 12, 2007

SHEET 0 OF 2

G-173

**EXHIBIT B-1, B-2**

**LAKE AREAS**

**EXHIBIT B-1**

**LAKE AREA**

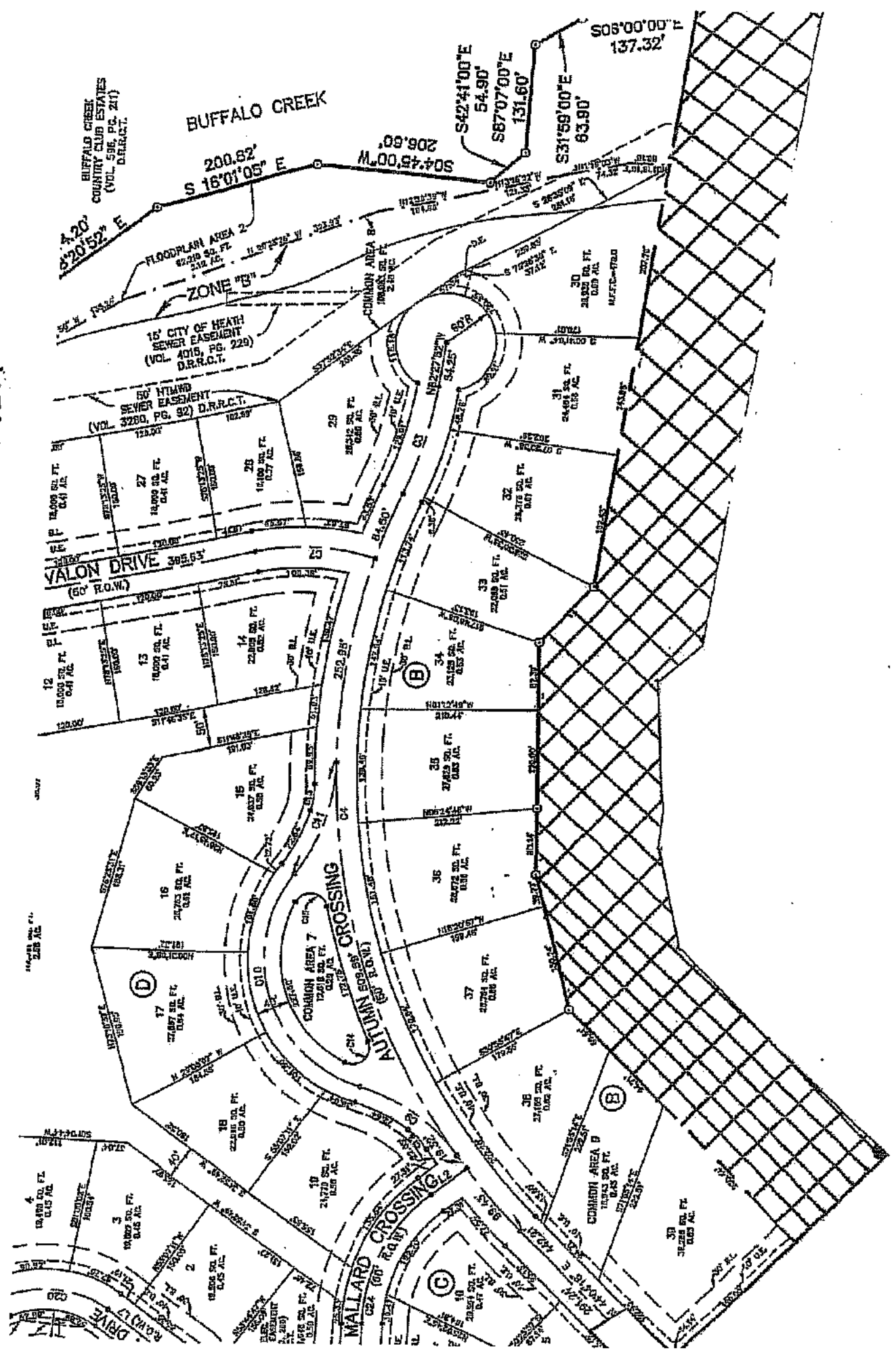

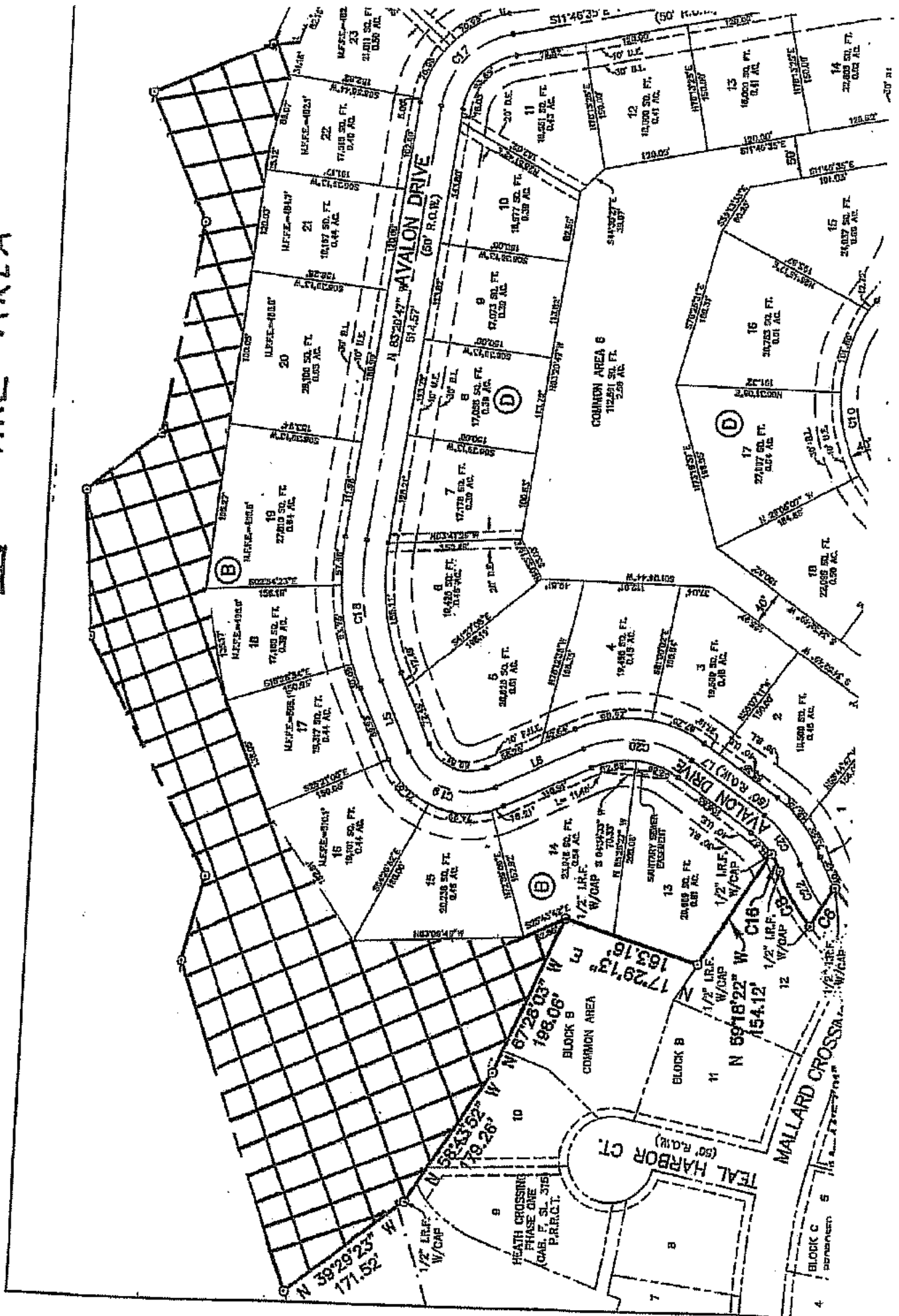


EXHIBIT B-2

 - LAKE AREA



Rockwall County

Lisa Constant

County Clerk

Rockwall, Texas 75087 (972) 882-0220

**COPY**



70 2007 00383439

Instrument Number: 2007-00383439

As

Recorded On: August 09, 2007

Recordings

Parties: HEATH CROSSING PH 2 1C 1D

Billable Pages: 15

To PUBLIC

Number of Pages: 15

Comment: RESTRICTIONS

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	68.00
<b>Total Recording:</b>	<b>68.00</b>

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2007-00383439

Receipt Number: 185143

Recorded Date/Time: August 09, 2007 03:44:28P

Book-Vol/Pg: BK-OR VL-5176 PG-19

User / Station: F H - Cashier Station #4

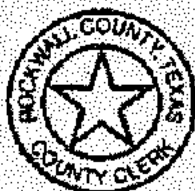
**Record and Return To:**

ROSIE PATTINSON

THOMPSON REALTY CORP

2505 N PLANO RD STE 3000

RICHARDSON TX 75082



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

*Lisa Constant*  
Lisa Constant  
Rockwall County Clerk