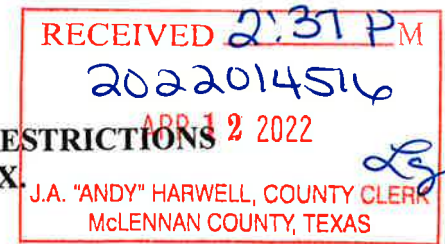


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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RENAISSANCE ADDITION, PHASE SIX.**



This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for RENAISSANCE ADDITION, PHASE SIX ("Declaration") made this 12th day of April, 2022 and entered into by Waco Chapel Ridge, Inc., a Texas corporation.

WITNESSETH:

A. WHEREAS, Declarant is the owner of certain real property (the "Property") situated in the City of Waco, McLennan County, Texas and desire to create thereon a residential community with residential lots, open spaces, landscaping, streets, common lighting, fencing, drives, and other common improvements for the benefit of the community; and

B. WHEREAS, Declarant desire to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, and other common improvements as well as certain adjacent properties beneficial to the community; and, to this end, desire to subject the Property on a phase by phase basis, together with such additional real property as may hereafter be added as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each and every owner of any part thereof; and

C. WHEREAS, Declarant may develop the Addition in phases, but desires to maintain a uniform scheme for the Addition while also recognizing the unique aspects of each phase, and

D. WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the Property together with such additional real property as may hereafter be added pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens established by the Declaration hereinafter set-forth; provided, however, that parcels of the Property for any such additional real property shall be made and rendered subject to this Declaration only as provided herein or as declared by a subsequent instrument to such effect and filed in real property records of McLennan County, Texas.

ARTICLE I
DEFINITIONS

Section 1.01. As used in this Declaration, the following terms shall have the meaning set forth below:

(a) "Addition" shall mean the Renaissance Addition, Phase Six, an Addition to the City of Waco, McLennan County, Texas, according to the Plat thereof recorded in the Plat Records of McLennan County, Texas and attached hereto as **Exhibit "B"**, as the same may be amended from time to time and any other phase or addition made subject to this Declaration

(b) "Association" shall mean and refer to Renaissance Addition Phase Six Homeowners Association, Inc., a Texas nonprofit corporation, which shall have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Declaration.

(c) "Architectural Control Committee" or "Architectural Control Committee" shall mean a committee of three or more members appointed by the Board of Directors as further defined in Article VII.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Certificate of Formation and their successors as duly elected and qualified from time to time.

(e) "Building(s)" shall mean any vertical structure located on the Property.

(f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.

(g) "Certificate of Formation" shall mean the Certificate of Formation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(h) "Class A" member shall have the meaning set forth in Article 4.02(a).

(i) "Class B" member shall have the meaning set forth in Article 4.02(b).

(j) "City or Town" shall mean the City of Waco, Texas, or its assignees,

(k) "County" shall mean the County of McLennan in the State of Texas.

(l) "Common Properties" or "Common Area(s)", or "Common Area Properties" shall mean and refer to (i) those certain landscape easements and open spaces, landscaped medians, landscaping improvements, plantings, fencing, sprinkler systems, public park, private open space lots, and easements, among other amenities, which, with respect to the Addition. All of the Common Properties are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property

rights within the Property, once such parcel is made subject to this Declaration, which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Property. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, convey or grant to the Association those portions of the Common Properties which are owned by the Declarant in fee, as an easement. Common Properties may be added, deleted or modified by the Declarant.

(m) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(n) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(o) "Declarant" is and shall mean Waco Chapel Ridge, Inc., a Texas limited partnership, and its successors and assigns, being any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder. No person or entity purchasing one or more Lots from Declarant in the ordinary course of business shall be considered as "Declarant."

(p) "Declaration" shall mean this, the Declaration of Covenants, Conditions, and Restrictions for Renaissance Addition Phase Six, and as amended by future amendments or supplementary declarations.

(q) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms, is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(r) "First Mortgagee" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(s) "Home Builder" shall mean any builder building a Residence upon a Lot in the normal course of the Home Builder's business for profit.

(t) "Lot" or "Lots" shall mean, individually or collectively, those certain Lots designated as Lots on Exhibit "A" according to Renaissance Addition, Phase 6, an addition to the City of Waco, Texas.

(u) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot, including Lots on other Property subsequently made subject to this Declaration per Section 2.03 below. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

(v) "Plat" shall mean that certain Plat recorded as Clerk's Instrument No. **2022009075** in the Real Property for the addition to McLennan County, Texas, as recorded per Section 1.01 (a) or future Plat(s) as made subject to this Declaration per Section 2.03.

(w) "Property" shall mean Lot 9, Block 6; Lots 1-24, Block 8; Lots 36-65, Block 10, Renaissance Addition, Phase 6, an Addition to the City of Waco, according to the Plat or Map thereof recorded at Clerk's Instrument No. **2022009075** in the Real Property Records of McLennan County, Texas as more particularly described in Exhibit "A", attached hereto and incorporated herein.

(x) "Residence" shall mean that portion of a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(y) "Subdivision" shall mean the same as "Addition" in Section 1.01(a).

(z) "Taxing Authority" shall mean McLennan County, City of Waco, and the Waco Independent School District and any other governmental entity with taxing authority with respect to the Property.

ARTICLE II **GENERAL PROVISIONS**

Section 2.01 The Property initially subject to this Declaration is located in the City of Waco, McLennan County, State of Texas, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes. Upon filing of this Declaration of record in the Deed Records of McLennan County, Texas, the Property shall be subject to the Declaration and said Declaration shall run with, be for the benefit of, and bind and burden the Property. The Property shall be held, transferred, sold, conveyed, and occupied subject to the Declaration.

Section 2.02 As of the date this Declaration is filed of record in the Deed Records of McLennan County, Texas, the Declaration shall be binding upon and for the benefit of each Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

Section 2.03 Additional Property(s) (“Additional Property”) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether such real Property is owned by Declarant or others) to the scheme of this Declaration by filing of record a supplementary declaration of Covenants, Conditions and Restrictions (“Supplementary Declaration”) which shall automatically extend the scheme of this Declaration to such Property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Declaration that apply to the newly added Property as may be necessary to reflect the different character, if any, of the added Property and which are not materially inconsistent with this Declaration and which do not materially adversely affect the concept of this Declaration. Such modifications may include, but are not limited, to, changes to the types of improvements that may be built on a Lot, including allowing for the construction of duplexes and multi-family residential housing, provided the improvements are residential in nature; reduction in square footage minimums for improvements; different landscaping requirements; and reductions in garage size requirements. For purposes of this Declaration, Declarant may accept a conveyance of property on behalf of the Association and may subject the Property to the terms and conditions of this Declaration through the filing of one or more Supplemental Declarations.

(b) In the event any person or entity other than the Declarant desires to add or annex Additional Property to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) or (b) of this Section 2.03, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the Property added.

(d) The Association may vote to merge or consolidate with any similar Association then having jurisdiction over real property located (in whole or in part) within one (1) mile of any real Property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants conditions and restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other properties as one scheme.

ARTICLE III **USE RESTRICTIONS**

Section 3.01 The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used and are hereby restricted as follows:

(a) **Limited to Residential Purposes.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. This section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residence in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property. The owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot, with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration, including any Air BNB Issues. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, garage apartment, or other apartment use, or for commercial or professional uses. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City, or any other governmental authority having jurisdiction over any Lot.

(b) **Annoyances, Nuisances and Illegal Activity.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No loud or offensive noise, including but not limited to that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and Lot repairs, maintenance and upkeep is allowed during normal working hours. No alcohol, beverages containing alcohol or any controlled or illegal substance shall ever be sold, or offered for sale, on any Lot, and no Lot shall be used for any vicious, illegal or immoral purposes, or for any purposes in violation of any applicable law, regulation, or any building, health or fire code.

(c) **Development Activity.** Notwithstanding any other provision herein, Declarant and its successors shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single family residences on the Property, including but not limited to the placement of temporary sales or construction offices on Lots owned by Declarant.

(d) **Temporary Structures.** No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant, or any Home Builder granted permission by Declarant to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

(e) **Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

- a. For Sale Signs. An owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
 - b. Declarant Signs. Signs or billboards may be erected by the Declarant or any Builder.
 - c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. To the extent of any conflict between this provision and TEXAS PROP. CODE § 202.009, the provision of § 202.009 shall control.
 - d. "Team" Signs. Signs that pertain to a child being in the band, swim team, football team, cheerleading squad, and other school or team related activities shall not exceed six (6) square feet in size, and may be placed in the yard for four (4) weeks per season.
 - e. Garage or Yard Sale Signs. Garage/yard sale signs may be posted not more than twenty-four (24) hours in advance of the garage or yard sale, and must be removed within twenty-four (24) hours after the conclusion of the garage or yard sale.
 - f. Seasonal Decorations. Other than the seasonal decorations associated with the holiday period beginning with Thanksgiving and ending with New Year's Day, seasonal decorations shall not be placed upon any Lot or structure for a period longer than fourteen (14) days beginning no more than ten (10) days prior to the date of such seasonal holiday or celebration and remaining displayed no more than ten (10) days following such seasonal holiday or celebration. With regard to the holiday period beginning with Thanksgiving and ending with New Year's Day, no seasonal decorations shall be placed upon any Lot or structure prior to one (1) week before Thanksgiving and shall be removed from such Lot and structure within two (2) weeks following New Year's Day. This provision does not prohibit an Owner from affixing from displaying or affixing on the entry way of the Owner's Residence, one or more religious items, the display of which is motivated by the Owner's or a residence's sincere religious belief. The Architectural Control Committee may adopt additional rules concerning the display of religious items as provided under TEXAS PROP. CODE § 202.018.
- (f) **Campers, Trucks, Boats, and Recreational Vehicles.** No campers, vans, tractors, trucks, pickup trucks over 1 ton, boats, boat trailers, recreational vehicles and other types of nonpassenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and said vehicles and accessories are in an operable condition. The Architectural Control Committee shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable. Upon an adverse determination, said vehicle and/or

accessory shall be removed and/or otherwise brought into compliance with this paragraph.

(g) **Livestock and Poultry.** No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot. Property owners shall have the common courtesy of dressing or processing game, (*i.e.*, fish deer, etc.) in their home, backyard, or side yard out of the view of neighbors. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes or in number greater than five. The foregoing does not prohibit the keeping of litters of puppies and kittens up to four months of age, as long as the breeding of litters is not on a regular commercial basis. The city leash law will be strictly enforced.

(h) **Garbage and Refuse Disposal.** Lots must at all times be maintained in a sanitary and healthful manner. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash and other household waste shall be kept in containers provided and/or approved for use in the automated pick-up system. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all waste containers shall be stored out of sight from the street or any public property. Waste may not be placed on the street or driveway prior to 6:00 p.m. of the night prior to the scheduled pickup. Heavy trash shall not be put out earlier than the weekend preceding the scheduled monthly pickup. The burning of any materials, including household and yard waste, is prohibited.

(i) **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(j) **Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed, or constructed upon any Lot without the prior consent of the Architectural Control Committee. All detached buildings shall be of a similar or identical exterior to the residence on the Lot and shall be placed on a foundation so that the building is not portable.

(k) **Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards. All fences must be constructed of wood or masonry. Any rod iron fence must be approved by the Architectural Control Committee. Chain link fences are prohibited. All new Residences must be fenced prior to occupancy. Fences on Lots 36 & 65, Block 10 and Lots 1 & 24, Block 8 that side to Polo Park Drive shall face the finished side of the fence toward Polo Park Drive and shall also include a top rail on the wood fence.

(l) **Swimming Pools.** No permanent above ground swimming pools shall be placed on any Lot. No temporary above ground swimming pools with a surface greater than 350 square feet and a depth no greater than 42 inches shall be placed or erected on any Lot. An appropriately sized temporary above ground swimming pool may be placed on a Lot so long as such temporary swimming pool shall not be erected for more than twenty weeks per calendar year. Additionally, such temporary swimming pool shall not be visible from a street or other property. Permanent pools must be approved the Architectural Control Committee. All pools must meet and be maintained in accordance with all federal, state and local laws and codes.

(m) **Air Conditioning and Pool Equipment.** The location of the air conditioning equipment and any pool equipment must be attractively screened or concealed from the view of neighboring property and streets.

(n) **Antennae, Satellite Dishes.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view. No such apparatus shall be erected without the prior written consent of the Architectural Control Committee. No satellite dish or antenna shall be erected that is visible from the street without prior written approval of the Architectural Control Committee.

(o) **Solar Panels.** Solar energy devices, including any related equipment or system components (collectively, "**Solar Panels**") may only be installed after receiving the written approval of the ACC. Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association. Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any this Declaration or design guidelines, or within any fenced rear-yard or fenced-in patio of an Owner's Lot, but only as allowed by the ACC unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association. Solar Panels may not be installed on the front elevation of the Residence. If located on the roof of a Residence, Solar Panels shall: (1) not extend higher than or beyond the roofline; (2) conform to the slope of the roof; (3) have a top edge that is parallel to the roofline; and (4) have a frame, support bracket, wiring, and piping that is black tone, silver, or bronze or painted to match the color of the roof tiles or shingles of the roof. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from any adjacent Lot, Common Area or street. The ACC may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area. Solar Panels must be properly maintained at all times or removed by the Owner. Solar Panels which become non-functioning or inoperable must be removed by the Owner.

(p) **Exterior Finish.** All exterior walls of all Residences, garages, and approved accessory Buildings shall be finished with wood, stucco, brick, stone, paneling, cement

fiber board or Hardie board or other material acceptable to the Architectural Control Committee. No unpainted concrete block surfaces shall be visible on any exterior wall. The exterior finish of all Residences and Buildings, excluding doors, windows, gable ends above the ground floor top-plate line and second floors shall be at least thirty percent (30%) masonry, with at least thirty percent (30%) of the entire exterior consisting of only brick, stone, or stucco. For purposes of calculating the minimum masonry percentage, any cement fiber board or Hardie board on the Residence shall not count toward the minimum masonry percentage. Any painted exterior shall be of a neutral color such as white, grey, or tan, and shall not be of any offensive or bright colors. Any painted exterior shall be of a uniform color.

(q) **Chimneys.** All fireplace flues, smokestacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

(r) **Clothes Hanging Devices, Basketball Goals, Batting Cages, Tennis Courts, Flag Poles.** Clothes hanging devices exterior to a Residence or Building shall not be permitted. Tennis courts shall not be permitted upon any Lot. Batting Cages shall not be permitted upon any Lot. Basketball Goals (portable or otherwise) shall not be permitted upon any Lot or street or attached to the house in any way. No flag poles shall be permitted except as allowed under Texas law. Any variation must be approved in writing by the Architectural Control Committee.

(s) **Window Treatment.** No aluminum foil, reflective film or similar treatment of any kind, including screens, shall be placed on or in any windows or glass doors. No metal exterior blinds, no security bars and no awnings shall be allowed except as approved by the Architectural Control Committee prior to installation.

(t) **Limitation on Square Feet.** The ground floor area, exclusive of open porches and/or garages, shall be not be less than 1,900 square feet of living area for a one story Residence unless the plans for a Residence of less than 1,900 square feet are approved by the Architectural Control Committee, and in no event shall any Residence constructed in the Subdivision contain less than 1700 square feet. Declarant may modify the square footage requirements for any future phases in the Subdivision in its sole discretion.

(u) **Two-Car Garage.** Each Residence shall have a fully enclosed garage capable of accommodating not less than two (2) automobiles. Garage doors must be kept closed at all times when not in use for the ingress and egress of a vehicle. No carport shall be constructed on any Lot without prior written approval from the Architectural Control Committee.

(v) **Height.** No Building on any Lot shall be higher than two story, except with the prior written approval of the Architectural Control Committee.

(w) **Roofing.** The roofing of all Residences constructed on Lots must be dimensional composition shingles with a minimum rating of 250# weight and or 25-year warranty. The primary roof structure of any building shall be a minimum pitch of 6/12,

or such other roof pitch as unanimously approved by the Architectural Control Committee. The color of all roofs to be equal to Tamco “Weatherwood or Tamco “Mystic Black” Roof vents must be low profile and must not be turbines. All vents must be color of roof. V&R vents to be lead. Or such other roofing materials as approved by the Architectural Control Committee.

(w) **Lot and Landscape Maintenance.** Owners and/or occupants shall at all times keep trees, shrubs, weeds and grass trimmed and cut in a sanitary and attractive manner. This is the obligation of the Owner of the Lot at his or her expense. Home Builders are responsible for landscaping all areas on his/her property and the portion of the street right-of-way between the property line and the street curb. Installation of all landscaping must occur immediately upon occupancy of the house or within thirty (30) days after completion of construction, whichever occurs first. Plant material used for landscaping shall equal or exceed the requirements of the ANSI Z60.1 “American Standard for Nursery Stock” and shall be installed in accordance with the standards established by the American Association of Nurserymen. The following landscaping standards are applicable to all typical lots. Planting materials for larger and/or oversized lots should be increased proportionally in plant size and quantity.

Front Yards – All Lots

- i. Minimum planting bed specifications include:
- ii. Minimum planting bed width is three (3) feet from the house foundation. Curvilinear planting beds are encouraged.
- iii. Shrubs are to be planted in a pleasing, organized design. Shrubs shall include a minimum of twelve (10) larger plants (minimum three (3) gallon), fifteen (10) smaller plants (minimum one (1) gallon) and two (2) fifteen (15) gallon plants.
- iv. The number of plants utilized shall be appropriate for the size of the planting bed. A maximum of five (5) different plants of planting may be utilized within a front yard.
- v. Planting bed edging is not required but is encouraged for maintenance purposes and to define the shape of planting beds. Loose brick, plastic, concrete scallop, corrugated aluminum, wire wicket, vertical timbers, railroad ties, etc., are not in character with the desired landscape effect and are prohibited. Acceptable edging is Ryerson steel, brick set in mortar, horizontal timber (2 inches by 4 inches, 2 inches by 6 inches, 4 inches by 4 inches, and 4 inches by 6 inches), stone set in mortar laid horizontally and continuous and concrete bands.
- vi. All planting beds are to be mulched with decomposed shredded hardwood mulch.
- vii. The use of gravel or rock in front yard planting beds is prohibited unless prior written approval is provided by the Architectural Control

Committee, except as a border when set in and laid horizontally as quarried or utilized for drainage purposes. Specimen boulders are permitted.

viii. The front lawn of each completed residence shall be completely sodded with Bermuda grass. Seeding, and/or sprigging are prohibited.

ix. One (1) tree, one of which must be a hardwood, with a minimum two and one-half (2½) inch caliper when measured six (6) inches above grade shall be planted in the front yard. Minimum tree height is 10 feet.

x. Builders are not required to landscape the rear yards with trees and shrubs. Sodding, sprigging or seeding (using Common Bermuda Grass) is required for rear yard areas.

xi. Isolated tree planting is not allowed between the sidewalk and street.

xii. All landscaping is required to be maintained in a healthy and attractive appearance. Proper maintenance includes:

1. Adequate irrigation;
2. Appropriate fertilization;
3. Pruning;
4. Mowing;
5. Weed control in lawns and planting beds;
6. Seasonal mulching of planting beds;
7. Insect and disease control;
8. Replacement of diseased or dead plant materials; and
9. Warranty of all planting materials.

(x) **Retaining Walls.** Any retaining wall visible from any portion of the property shall be constructed of stone, washed concrete, or any other masonry product and must be approved in writing by the Architectural Control Committee.

(y) **Mailboxes and Address Plaques.** Each Lot shall have a mailbox, and all mailboxes shall be subject to the approval of the Architectural Control Committee as to location and design and such design shall be consistent throughout. Address plaques shall be provided for each residence. Any variance to these conditions must be approved by the Architectural Control Committee.

(z) **Driveways.** Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used. Except for sidewalks required by the City of Waco, all sidewalks in the Addition shall be constructed of concrete with washed aggregate finish or such other materials as approved by the Architectural Control Committee. Sidewalks required by the City of Waco shall be constructed in compliance with the City's ordinances and regulations.

- (aa) **Garage Sales/Yard Sales.** Not more than two (2) garage/yard sales shall be held at any residence within one year's time.
- (bb) **Swimming.** No wading or swimming shall be allowed in any water feature or drainage way situated within the property.
- (cc) **Storage of Commercial Products.** Owners or occupants of Lots shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements as permitted. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon any Lot, nor shall any Lot be used for the storage of commercial products, liquid or solid, nor shall any structure erected upon any Lot be used for the storage of commercial products, liquid or solid, not necessary to the use and enjoyment of any Lot for residential purposes.

ARTICLE IV
ASSOCIATION, ORGANIZATION AND MANAGEMENT

Section 4.01 The Board of Directors of the Association shall consist of not less than three (3), but not more than nine (9) Members, the exact number to be fixed in accordance with the provisions of the Bylaws. The initial Board of Directors shall be appointed by Declarant.

Section 4.02 Every Owner of a Lot shall automatically be a Member of the Association. The Association shall have two classes of voting memberships:

(a) **Class A:** Class A Members shall be all Owners with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they are recorded Owners. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B:** The Class B Members shall be Declarant and any Home Builder who has purchased a Lot for current or future construction of improvements. Declarant shall be entitled to ten (10) votes for each Lot owned by Class B Members. Class B Members other than Declarant shall be non-voting Members of the Association. As to the Class B membership of a Home Builder, the Class B membership shall be converted to a Class A membership upon the sale of a residence to a third-party Owner. As to the Class B membership of Declarant, it shall cease and Declarant shall become a Class A Member, upon the later to occur of the following:

(i) When any Homebuilder no longer owns record title to any of the Lots; or

(ii) On the twenty (20th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of McLennan County, Texas;

Declarant as a Class B Member may, at its sole discretion, convert its Class B membership to a Class A membership and give up its rights as a Class B Member.

Section 4.03 The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 4.04

(a) Subject to the provisions of Paragraph (c) of this section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, at which a quorum is present, written notice of which shall be given to all Members no less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum requirements for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five (25%) of the votes of all Members, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Bylaws, or this Declaration. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements herein set forth, and required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting, and quorum requirements for all actions taken by the Association shall be consistent with its Certificate of Formation and Bylaws, as may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members, provided, however, that prior to incorporation, without the written approval of the Declarant, no Member other than Declarant shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting, and quorum requirements for all actions to be taken by the Association (as an incorporated entity)

shall be consistent with its Certificate of Formation and Bylaws, as may be amended from time to time.

Section 4.05 The Association shall have the duty to maintain all Common Areas of the Property and shall have the right, power, obligation and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Property and for such other purposes as are herein provided for;

(b) The power to keep accounting records with respect to all activities and operation of the Association;

(c) The power to contract with and employ others for maintenance and repair, accounting services and legal services;

(d) The power to procure insurance and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and all Members in such amounts and with such endorsements and coverages as it deems appropriate;

(e) The power to appoint an association management company to operate the Association;

(f) The power to secure policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners incident to the operation of the Association, including without limitation officers and directors insurance;

(g) The power to secure fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable;

(h) The power to execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties;

(i) The power to borrow funds to pay costs of operation, secured by assignment or pledge of rights against Members.

(j) The power to enter into contracts, maintain one or more bank accounts, and generally to have the powers necessary or incidental to the operation and management of the Association and Common Properties.

(k) The power to make reasonable rules and regulation for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed in writing signed by a majority of the Members, or with respect to a rule applicable to less than all of the Lots, by a majority of the Members in the portions affected.

(l) The power, if and when the Board, in its sole discretion, deems necessary to take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Member for violation of such provisions or rules.

(m) Any and all powers as contemplated by the Certificate of Formation and By-Laws. When there is a conflict between this Declaration and the Certificate of Formation and Bylaws, the Board of Directors is entitled to decide which rule will apply.

Section 4.06 The Association, through the Board of Directors, shall have the right, but not the obligation, to enforce this Declaration. If the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

ARTICLE V.
PROPERTY RIGHTS IN THE COMMON AREAS

Section 5.01 Subject to the provisions of Section 5.03, every Member and every tenant of every Member, who resides on a Lot and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement to use and enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall with the title of every Lot; provided however, such easement shall not give such person the right make alterations, additions, or improvement to Common Areas. No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements, or amenities shall be installed, constructed, or placed upon the Common Areas; save and except for the amenities contemplated by the Declarant and constructed as a part of the Subdivision, including sprinkler systems and landscaping located upon Common Areas.

Section 5.02 The rights and easements of enjoyment created hereby shall be subject to and limited to the following:

(a) The right of the Association to prescribe regulations governing the use, operation, and maintenance of the Common Areas;

(b) The right of the Association to enter into and execute contract with parties, including the Declarant or affiliates of Declarant, for the purpose of providing maintenance of all or a portion of the Common Areas, or providing materials or services consistent with the purpose of the Association;

(c) The right of the Association, subject to the approval of the Members having a majority of the outstanding votes of the Members, in the aggregate regardless of class, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility company for such purposes and upon such conditions as maybe agreed to by such Members.

(d) The right of the Declarant, at any time, to make reasonable amendments to the Plat, as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Area may be located within a platted and dedicated public right

of way and in connection therewith the public shall have the right of use and enjoyment of the Common Areas located within the public right of way.

(e) With respect to any and all portions of the Common Areas, the Association shall have the right, but not the obligation (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Waco or any other governmental agency having appropriate jurisdiction over the Common Areas) to: (i) alter, improve, landscape and/or maintain the Common Area; (ii) re-channel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Areas; (iii) seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Areas; (iv) replat or redesign the shape or configuration of the Common Areas; and (v) seek and obtain any and all permits, licenses, or exemptions from any and all governmental agencies exercising jurisdiction over the Common Ares and/or the uses of activities thereon.

Section 5.03 The City of Waco is hereby granted an easement covering the Common Areas for the purpose of providing use of such common property for utilities and the maintenance of same. The easement shall extend to all utility providers, including telecable companies operating within the City.

ARTICLE VI
ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS

Section 6.01 The Association shall possess the right, power, authority and obligation to establish an annual assessment sufficient, in the judgment of the Board of Directors, to pay when due all charges and expenses related to the operations of the Association, including the costs to develop, complete and maintain the common areas. The annual assessment for Owners shall be established by the Association and shall be on a per Lot basis. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. This annual assessment for Owners shall be prorated from the closing date of the Lot through the end of the calendar year. The Declarant does not pay Association dues but shall be obligated to make up shortfalls in the Association expenditures until the Association is turned over the Owners. Class B Members other than Declarant (i.e. Home Builders) shall not be required to pay any assessments on any Lot for twelve (12) months from the date of closing. If the Builder has not begun construction on any Lot within twelve (12) months from the date of closing, the Home Builder will be required to pay assessments at that point until the Lot is sold to a third-party purchaser.

At such time as the Declarant turns the Association over to the Owners, the Declarant will pay Association dues on Lots owned by the Declarant. Association funds are used to maintain the common landscape, amenities, lakes, fountains, pools, entries, Association management, maintenance sharing with the City and other Association expenses and obligations described in this Agreement. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of this Declaration. If any assessment or any part

thereof is not paid when due, the unpaid amount of such assessment shall be subject to a monthly late charge fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, expenses, interest, and reasonable attorney fees incurred by the Association. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

Section 6.02 Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

Section 6.03 In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay (i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction, of Common Properties or the improvements or amenities constructed thereon; or (iii) carrying out other purposes of the Association; provided, however, that any such special assessments levied by the Association shall have the approval of the Members as provided in this Declaration. Any special assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purpose set forth in this Section and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. Special assessment funds shall not be commingled with any other funds of the Association.

Section 6.04 The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the cost of repairs to the Property or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties, or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association, or any rule or regulations promulgated herein. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessment under this section shall belong to and remain with the Association.

Section 6.05 Each Owner shall be personally obligated to pay his pro rata share of all assessments established pursuant to this Declaration. Assessments shall be applied in a uniform manner. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever, including non-use of the Common Areas. Any such assessment not paid within twenty (20) days of the date due shall be subject to a monthly \$25 late charge, and the Association may, at its election, bring action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection, interest at the highest rate allowed by law, but no higher, expenses, and reasonable attorney's fees incurred by the Association. It shall be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee if the Association has been provided with their address.

Section 6.06 An Owner's pro rata share of all assessments established pursuant to this Declaration shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. The lien provided in this Declaration shall automatically attach and be a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, expedited foreclosure conducted in accordance with the provisions of the Texas Property Code Section 209.0092, with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale. Each Owner hereby expressly grants the Association a power of sale in connection the purchase of a Lot and the foreclosure of same pursuant to this Declaration. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. Liens for unpaid Assessment shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. To evidence any lien, the Association may prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association or an agent of the Association and shall be recorded in the Real Property Records for McLennan County, Texas.

Section 6.07 The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

ARTICLE VII
MAINTENANCE BY OWNER; REMEDIES FOR IMPROPER MAINTENANCE

Section 7.01 Owners and occupants (including tenants) of any Lot, shall jointly and severally, have the duty and responsibility at their sole cost and expense, to keep the Lot so owned or occupied, including building, improvements, grounds or drainage easements or other rights of way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing and trimming on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs, and road in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damage to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped area are expressly designated to be Common Areas maintained by applicable governmental authorities or the Association;
- (xi) Repainting of improvements; and
- (xii) Maintaining drainage and not modifying existing drainage.

Section 7.02 In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the Board of Directors, so maintained by its Owner as to not comply with this Declaration, particularly, but not by way of limitation, the requirements in Section 7.01, or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots and Residences or other areas of the Property which are substantially affected thereby or related thereto, the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, to cause such action to be taken and the cost (the "**Maintenance Cost**") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

Section 7.03 The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County, a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "**Maintenance Lien**") in favor of the

Association for the amount of such unpaid Maintenance Costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Owner of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County, an appropriate release of such Maintenance Lien previously filed against the Lot for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association. The Maintenance Lien may be combined with a lien for unpaid assessments, and notice of same or both may be recorded in one document and enforcement of one or both may be conducted in one proceeding.

Section 7.04 Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees: (a) that he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and (b) that by accepting any Deed to his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Declaration or agreements are expressed in such Deed and regardless of whether he signed the Deed.

Section 7.05 If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy): (a) bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs; (b) foreclose the Maintenance Lien against the Lot by expedited foreclosure in accordance with the provisions of Texas Property Code Section 209.0092 and maintain the right to recover a deficiency from the Owner, if any. The Board of Directors shall have the power to appoint a trustee to conduct such sale. The sale or transfer of any Lot shall not affect the Maintenance Lien. Each Owner grants the Association a power of sale in connection therewith.

Section 7.06 In any action taken pursuant to Section 7.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost, together a monthly \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Residence subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection expenses, interest and reasonable attorney's fees incurred by the Association.

Section 7.07 Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walls, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys, drainage easements, or other Common Areas, and in conformity with the general drainage plans for the Addition. No dams shall be constructed nor any other alternation or change be made in the course or flow of any

waterway or drainage course crossing or abutting any Lot, without the prior written consent of the Architectural Control Committee. All drainage and grading including existing and proposed grades must be indicated on the site plan and should be designed to contain drainage within Lot boundaries or designated drainage easements. The proper drainage of the Lot is the responsibility of the builder of the improvements on any Lot.

Section 7.08 During construction of improvements on a Lot, the Owner of the Lot shall cause the Home Builder shall place a minimum of one (1) wire basket large enough for trash and construction debris containment within the boundaries of the lot on which the house is being constructed and such debris must be removed from each lot as often as necessary to maintain attractiveness of the construction site. Construction debris, including excess concrete, may not be burned, dumped or disposed of in any area of the development unless a specific location for such a purpose is approved in writing by the Architectural Control Committee. The Owner of Lot is required to obtain coverage under the current U. S. Environmental Protection Agency's NPDES General Permit for Storm Water Discharges from Construction Activities. The Owner must implement and/or maintain the best management practices necessary to minimize storm water runoff pollution from entering the existing storm water facilities including, but not limited to, storm sewers, channels, detention ponds, and lakes, and shall use every effort and method to ensure that no muddy or silted water, trash or debris enters any lake or channel environment. Each Owner and Home Builder is responsible for compliance with any and all applicable governmental regulations. Each Owner and Home Builder is also responsible for sediment control compliance by all of builder's sub-contractors. As soon as earthwork commences which destroys the natural vegetative cover on any portion of a Lott, a recognized and generally accepted sediment control methods shall be installed in such a way as to filter all storm water run-off from the Lot into the public street. The sediment control system shall remain in place and in good repair until construction and landscaping is complete. If the Architectural Control Committee determines that a Home Builder has not maintained his sediment or drainage course, the Owner will be assessed the cost of cleanup.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 8.01 The Architectural Control Committee "(ACC)" (herein so called), which shall be composed of three (3) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the Architectural Control Committee to the Board of Directors, whichever occurs first. Declarant may appoint or remove any member of the Architectural Control Committee at any time in its sole discretion until the Declarant gives control of the Architectural Control Committee to Board of Directors. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of this residential development. All matters before the Architectural Control Committee shall be decided by majority vote of its members. At any time, Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such

member shall be appointed and removed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the Association. After the Declarant conveys these powers to the Association, the Board of Directors will appoint and remove the members of the ACC in addition to all the other powers the Declarant had with regard to the ACC.

Section 8.02 No building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Property (or any Lot constituting a part thereof), nor shall alteration, excavation, Addition or re-Addition thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify, in addition to construction diagrams and specifications, exterior materials, including brick, stone and roofing to be used and color schemes for all improvements. Plans must be submitted twenty (20) days prior to any construction, and plans will be kept on file until the particular improvement is completed. If the ACC fails to approve or disapprove such design and location within twenty-five (25) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have been given, and this Article will be deemed to have been fully complied with. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

(a) If such plans and specifications are not in accordance with any of the provisions of this Declaration or the codes, ordinances and regulations of the City;

(b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Property or with the adjacent Residences or Buildings or structures or with the topography;

(c) If the plans and specifications submitted are incomplete;

(d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

(e) If the quality of workmanship and materials; adequacy of site dimension, and adequacy of structural design are not in harmony with the general surrounding of the Lot or the adjacent Residences or Buildings or structures;

(f) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Association, its members or Property.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners during the time the Declarant appoints the ACC. When the Board of Directors appoints the ACC, the decision of the ACC is not final. An Owner can appeal the ACC decision to the Board of Directors and its decision is final, conclusive, and binding on all Owners. Neither the ACC nor Declarant nor Board of Directors shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. The approval by the ACC in no way gives an opinion or approval of the structural integrity or marketability of the structure approved. In addition, the Owner is solely responsible for the plans and specifications to meet local Code and Laws. The signature of any member of the ACC on a letter, email or on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

Section 8.03. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition, and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

Section 8.04 Neither the Association, the Board, the Declarant, nor the officers, directors, members, employees, and 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 non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specification and every Owner agrees that he will not bring any action or suit against the Association, the Board, the Declarant or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quit claims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or non-feasance.

ARTICLE IX **VARIANCES**

Section 9.01 The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof. ACC may issue Bulletins and approval from time to time to address new products and technology, over the course of the building out of the Addition, which it considers to be acceptable for use in the Addition. After the Declarant conveys the power of the ACC to the Association, the Board of Directors is the only party that can grant the variances and adjustments and issue Bulletins and approvals as per this Article IX.

ARTICLE X
PROPERTY SUBJECT TO THIS DECLARATION

Section 10.01 All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

ARTICLE XI
EASEMENTS

Section 11.01 The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the Common Areas in accordance with the provisions hereof and for the carrying out by the Association of its functions, duties, and obligations hereunder provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical and any damages caused by the Association's entry other than damages caused by the Owner shall be repaired by the Association at the expense of the Association.

Section 11.02 Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.

Section 11.03 Easements for installation and maintenance of utilities are reserved as shown and provided for on the plat. Easements for the underground services may be crossed by driveways, walkway, patios, walls and fences, provided the Declarant or builder makes prior arrangement with the utility companies and provides and installs any necessary conduit of approved type and size under driveways, walkways, patios, wall or fences prior to construction.

Section 11.04 The Owner of each Lot is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easement for the maintenance of said encroachment, settling or shifting provided, however, that in no extent shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct or said Owner or Owners.

ARTICLE XII
MISCELLANEOUS

Section 12.01 This Declaration may be revoked or amended in the following manner:

(a) Until December 31, 2040, Owners of not less than seventy-five percent (75%) of the Lots may from time to time, revoke or amend this Declaration for any

purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County.

(b) On or after December 31, 2040, Owners of not less than sixty-five percent (65%) of Lots may from time to time, revoke or amend this Declaration for any purpose by instrument bearing the signature of such Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County.

(c) During the period that Declarant owns any Lots in any phase in the Addition, the Declaration may not be amended without the prior written consent of Declarant.

Section 12.02 This Declaration shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2040. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods often (10) years, unless an affirmative vote to terminate this Declaration is signed by the then Owners of not less than sixty five percent (65%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County.

Section 12.03 If any provisions of this Declaration shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

Section 12.04 Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

Section 12.05 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 12.06 All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.

Section 12.07 If any interest purported to be created by this Declaration is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of

perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

Section 12.08 So long as Declarant is a Class B member, Declarant shall retain the right to modify this Declaration without the consent or approval of the Class A or Class B Members. No amendment to the Declaration may be made while Declarant is a Class B Member without Declarant's consent. Declarant shall retain its rights as privileges regarding the ACC as provided in Section 8.01 so long as it remains as a Class B Member. Not later than one-hundred-eighty (180) days after Declarant ceases to be a Class B Member, Declarant shall convey to Association, and the Association shall accept, the Common Areas, subject to any valid easements and restrictions of record. Declarant, may in its sole discretion, convey the Common Areas to the Association before it relinquishes its Class B membership, and such early conveyance shall not be relinquishment of any other rights Declarant has as a Class B Member.

Section 12.09 Notwithstanding anything to the contrary in this Declaration, any claim against an Owner that is also in the nature of an "enforcement action" under the Owners Protection Act shall be subject to all applicable provisions of the Owners Protection Act or other applicable provisions of the Texas Property Code. To the extent of any conflict between the provisions of this Declaration and the provisions of the Texas Property Code shall be controlling.

IN WITNESS WHEREOF, the Declarant caused this instrument to be executed as of the 12th day of April, 2022.

[SIGNATURES ON FOLLOWING PAGES]

Waco Chapel Ridge, Inc.

a Texas corporation

By: [Signature]

Name: BRAD HARRELL

Its: President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MCLENNAN

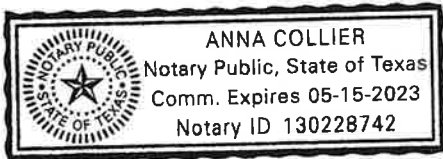
This instrument was acknowledged before me on 4/12/22 by Brad Harrell the President of Waco Chapel Ridge, Inc., by Brad Harrell, the President of Waco Chapel Hill, Inc., on behalf of said entity.

[SEAL]

[Signature]

[Title of officer]

My commission expires: [date]



**CONSENT OF LIEN HOLDER &
AGREEMENT TO SUBORDINATE**

Independent Financial
(Bank Name)

By: Mitchell P. Horner
Name: Mitchell P. Horner
Its: Market President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on 4/12/22 by
Mitchell P. Horner, the Market Pres of Independent Bank.
Tracy Nolte
[Title of officer]
My commission expires: [date]

[SEAL]

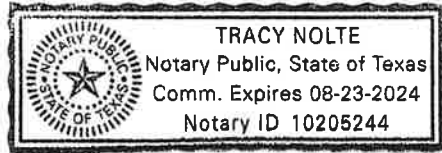


EXHIBIT A

Lot 9, Block 6; Lots 1-24, Block 8; Lots 36-65, Block 10, Renaissance Addition, Phase 6, an Addition to the City of Waco, according to the Plat or Map thereof recorded at Clerk's Instrument No. 2022009075, Real Property Records, McLennan County, Texas

EXHIBIT B

{PLAT}

