

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF THE
CREEKSIDE ADDITION, PHASE VI**

Basic Information

Declarant: Warren Ridge Partners, Ltd, a Texas limited partnership

Declarant Address: 428 Riverview Drive, Woodway, Texas 76712

Property: Lots 24-31 in Block 6, Lots 1-12 in Block 14, Lots 12-23 in Block 13, Lots 1-12 in Block 15, and Lots 1-14 in Block 18 of the Creekside Addition, Phase VI, to the City of Waco, McLennan County, Texas, as per the plat recorded under Clerk's file number 2021034296 in the Official Public Records of McLennan County, Texas.

Definitions

"Applicable Law" means applicable federal, state, or local laws, statutes, regulations, ordinances, building codes, or other applicable legal requirements of governmental authorities with jurisdiction.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Warren Ridge Partners, Ltd, a Texas limited partnership, and any successor acquiring all unimproved Lots owned by Declarant for the purpose of development and named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or otherwise recorded.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded under Clerk's file number 2017039636 in the Official Public Records of McLennan County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property" means the Property identified above.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“***Structure***” means any improvement on a Lot (other than a Residence), including an outbuilding, fence, wall, tennis court, swimming pool, swing set, jungle gym, playground equipment, or recreational equipment.

“***Subdivision***” means the Property covered by the Plat and any additional property made subject to this Declaration.

“***Vehicle***” means any automobile, truck, motorcycle, ATV, boat, trailer, recreational vehicle, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant, as the owner of the Property, hereby declares and imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that they and the Subdivision are subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. Subject to the Plat and Applicable Law, an Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or any Structures located within an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;

- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping or burning of rubbish (all rubbish and waste shall be placed and kept in suitable closed containers, and the Lot shall be kept in a clean and sanitary condition);
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. Vehicles, except Vehicles in a garage or Structure or operable automobiles (not to exceed two automobiles) on a driveway;
 - iii. unsightly objects, equipment, or machinery, unless completely shielded by a Structure; or
 - iv. garbage containers visible from the street (except placement of garbage containers on or near the curb on designated garbage collection days only);
- f. any dismantling or assembling of Vehicles in any front yard, driveway, or within view of any adjacent street;
- g. parking, or permitting to be parked, any trucks larger than a one-half ton, recreational vehicle, camper, trailer, boat, or any other Vehicle (excluding passenger automobiles) in front of any Residence for a period in excess of twenty-four (24) consecutive hours;
- h. any exploration for or extraction of minerals;
- i. any keeping, raising, or breeding of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, subject to Applicable Law, and confined to a fenced yard or within the Residence; and provided that such domesticated household pets are not kept, raised, or bred for commercial purposes and provided they are not of such nature or number as to be judged a public nuisance or menace;
- j. any commercial or professional activity except reasonable home office use;
- k. the renting of a portion (only) of a Residence or Structure;
- l. the drying of clothes in a manner that is visible from any street;
- m. the display of any sign except—

- i. one sign of not more than five square feet, advertising the Lot for sale or rent, or advertising a garage or yard sale;
 - ii. political signage not prohibited by Applicable Law; and
 - iii. signs used by Declarant or builders to advertise the Property during the development, construction, and sales period thereof, as approved by Declarant.
- n. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
 - o. moving a previously constructed house or building onto a Lot;
 - p. interfering with a drainage pattern or the natural flow of surface water;
 - q. hunting or shooting firearms; and
 - r. occupying, temporarily or permanently, a Structure that does not comply with the construction standards of a Residence (however, this shall not prevent Declarant, its representatives, agents, or contractors from erecting a temporary field office for use as an office only for a reasonable period of time for development of the Subdivision, or additional phases thereof, and the sale of Lots) or a shack, tent, mobile home, or Vehicle on the Lot.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence, subject to Applicable Law (including, without limitation, any local ordinances requiring replatting of the Lots).
- b. *Subdivision Prohibited.* No Lot may be further subdivided; subject to Declarant's reserved rights herein.
- c. *Easements.* No additional easements on a Lot may be granted without Declarant's written approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Each Owner must keep grass, weeds, and vegetation mowed at regular intervals. And landscaping trees, shrubs, or plants that die shall be promptly removed from the Lot and replaced.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and landscaping must be aesthetically compatible with the Subdivision.

b. *Maximum Height.* The maximum height of a Residence is two (2) stories. Structures may not exceed the height of the Residence on the same Lot, unless approved in writing by the Architectural Control Committee.

c. *Required Area.* The total living area of a Residence, exclusive of porches, garages, carports, terraces, breezeways, and unfinished rooms, must contain a minimum of one thousand eight hundred square feet (1,800 SF) on all Lots other than Lots 24-31, Block 6 which must contain a minimum of two thousand four hundred square feet (2,400 SF) or, with written approval of the Architectural Control Committee, a minimum of two thousand two hundred square feet (2,200 SF).

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line, unless otherwise approved in writing by the Architectural Control Committee. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

e. *Garages.* Each Residence must have an attached or detached garage for at least two-cars with a driveway accessed from its Lot's front street and located on its Lot's right side (as determined by viewing its Lot from its front street), except that a Residence on a corner Lot with its side street on its right shall have its driveway on that Lot's left side. The doors of any garage shall not front a street but open from the rear or side of the Residence, except where otherwise approved in writing by the Architectural Control Committee. No garage may be enclosed or otherwise converted to create additional living space within a Residence, and no garage may be used as dwelling space or quarters.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls and Hedges.* All Residences must be fenced prior to occupancy. All fences shall be at least six feet high, create privacy and be constructed of red cedar or other materials approved in writing by the Architectural Control Committee. No fence, wall, or hedge may be located in front of the Residence's front wall, unless otherwise approved in writing by the Architectural Control Committee. All wood fencing facing a street shall have the wood's smooth good side facing the street without any rails or posts showing. All fencing along Polo Park Drive must have a top cap rail of 2 x 8 cedar. Black chain link fencing may be constructed where the flood plain crosses the side and rear boundaries of Lots 17-23 in Block 6.

h. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee. No radio operator

antennae or aerials will be allowed; only those typically used for residential radio and television reception are allowed.

i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed or maintained on any Lot.

j. *Sidewalks.* When the Residence is constructed, the Lot must be improved with a four (4) feet wide, medium broom-finished, plain gray colored concrete sidewalk parallel to the street connecting with the sidewalks on adjacent Lots and complying with all applicable local ordinances and other governmental requirements. All other sidewalks on the Lot shall be of concrete with a washed aggregate finish or of some other material approved in writing by the Architectural Control Committee.

k. *Landscaping.* Landscaping must be installed within thirty (30) days after occupancy of any Residence. A minimum of two (2) trees which measure at least three inches (3") caliper measured twenty-four inches (24") above ground and at least six feet (6') in height must be planted in the front yard of each Lot. Each Lot shall be completely sodded with St. Augustine, Common Bermuda, or other grass variety approved in writing by the Architectural Control Committee. Seeding, hydro-mulching, and/or sprigging are prohibited.

l. *Irrigation.* All landscaping must be irrigated by an automatic irrigation system, with in-ground lines and pop-up heads. All pressure mains should be Schedule 40 PVC with slip joint connections, or suitable equivalent.

m. *Swimming Pools.* Above-ground swimming pools are prohibited within the Subdivision; all swimming pools shall be permanent in-ground Structures.

n. *Propane Tanks.* Above-ground propane tanks for gas service to a Residence are prohibited, except for small portable tanks customarily used for gas grills and above-ground tanks not exceeding 120 gallons which are not observable from the street. All other propane tanks must be located in-ground.

o. *Mailboxes.* Unless otherwise approved in writing by the Architectural Control Committee, all mailboxes must be enclosed with brick, stone or other masonry material as used in the Residence's construction and have a street address plaque inset on its street-side face and ornamental lighting consistent with the Residence's exterior lighting.

p. *Lighting.* Except for traditional holiday decorative lights, which may be displayed for two (2) months before and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in writing by the Architectural Control Committee.

q. *Compliance with Applicable Law.* No Residence or Structure shall be erected or situated on any Lot except in compliance with all Applicable Laws, including, without limitation, all applicable building codes and zoning ordinances.

r. *Construction Completion.* Exterior and interior construction of all Residences and Structures must be completed within twelve (12) months after the date of written approval of plans by the Architectural Control Committee, unless a written extension is granted by the Committee.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Unless otherwise approved in writing by the Architectural Control Committee, all roofs on Residences and Structures shall have a minimum pitch of 7/12 and only be black or weathered wood colored composition shingle having a minimum 30-year warranty, and all roof stacks must be painted to match the roof color.

b. *Air Conditioning.* Window or wall-type air conditioners may not be used in a Residence. Air conditioning compressor units shall be located or screened so as not to be visible from the street, unless otherwise approved in writing by the Architectural Control Committee.

c. *Exterior Walls.* The exterior walls (excluding windows, doors, and other building openings) of all Residences shall consist of not less than seventy-five percent (75%) masonry construction, unless otherwise approved in writing by the Architectural Control Committee. As used herein, "masonry construction" includes, without limitation, stone, brick, hardie board siding, and similar masonry products.

d. *Driveways.* All driveways must use the existing lay-down curb with no alteration or addition and be of concrete with a washed aggregate finish, unless otherwise approved in writing by the Architectural Control Committee.

4. *Architectural Control Committee.* Declarant shall designate and appoint an initial Architectural Control Committee consisting of at least two (2) persons. As long as there is a Declarant, the members of the Committee shall serve at the Declarant's pleasure and may be removed and replaced with or without cause at any time by the Declarant. Declarant hereby designates Fred Dewald, Matthew Cawthon and Richard Clark as the initial Architectural Control Committee. No Residence or Structure shall be erected, placed, or materially altered on any Lot until the construction plans and specifications, and a plan showing the location of the Residence or Structure on the Lot, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be the sole authority for determining whether the external design of proposed Residences or Structures are in harmony with existing Residences and Structures and the overall plan of development of the Subdivision. The Committee's objective is to prevent unusual, uncommon, radical, extraordinary, bizarre, peculiar, irregular, unsightly, or unaesthetic designs or appearances from being built within the Subdivision, and to the extent possible, insure the harmonious development of the Subdivision. Without limitation of the powers herein granted, the Committee will have the right to specify requirements for each Lot as follows: minimum-setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of Residences and Structures with respect to garage access and major entry and frontage. The Committee also will have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole and final discretion of the Committee, with the design or overall character and aesthetics of the Property. In the event of the

death or resignation of any member of the Committee, the Declarant or, if there is no Declarant, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor their successors shall be entitled to any compensation for services performed. The Committee's approval or disapproval as required in this Declaration shall be in writing or endorsed on the plans. If any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Committee fails either to approve or reject such plans and specifications within thirty (30) days after that submission, or, if a lawsuit to enjoin the construction of such improvements has not been commenced prior to the completion of such improvements, then approval by the Committee shall not be required under this Section, and full compliance with this Section shall be deemed to have been met.

E. Declarant's Development Rights.

Notwithstanding anything herein to the contrary, Declarant reserves the following rights in connection with the development of the Subdivision and any additional phases thereof:

1. Declarant shall have the right to develop the Property in accordance with the Plat of the Property and applicable governmental requirements, including the right, without limitation, to excavate, grade, and construct streets, utilities, drainage, detention, and water quality facilities and other facilities or improvements required for the development of the Subdivision.

2. Declarant may re-subdivide or replat any Lots owned by Declarant.

3. Declarant may unilaterally amend this Declaration as provided below.

4. Declarant may subject additional property to this Declaration by recording a written instrument signed by Declarant that imposes this Declaration and the Covenants on that property. Alternatively, Declarant may record a unique, separate declaration for each phase of the Subdivision.

5. During development, Declarant, its representatives, employees, contractors, and lessees may continue to use the Property, and any adjoining property owned by Declarant, for agricultural purposes or other similar or existing uses.

6. Declarant reserves the right to develop property owned by Declarant at any time located outside of the Subdivision for commercial purposes.

7. Declarant reserves the right to make changes in and additions to the Easements on or with respect to any of the Property owned by Declarant for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person, to grant, dedicate, reserve, or otherwise create, at any time, or from time to time, easements for public utility purposes (including without limitation, gas, water, electricity, telephone, and drainage) in favor of any person on any portion of the Property owned by Declarant.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of thirty (30) years after the Effective Date of this Declaration. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless an instrument agreeing not to extend the term is signed by the Owners of at least sixty-seven percent (67%) of the Lots and recorded in the real property records of McLennan County, Texas, within six (6) months before the end of a term.

2. *Enforcement and Nonwaiver.* Declarant and any Owner (at her own expense) shall have the right to enforce the Covenants. Such right of enforcement shall include both damages for and injunctive relief against the breach of any Covenants. Any Declarant or Owner prevailing in enforcing these Covenants shall be entitled to recover reasonable attorney's fees and expenses. Failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

3. *Amendment.*

a. *By Declarant.* Declarant may unilaterally amend this Declaration if such amendment is necessary: (i) to correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any such correction must not materially impair or affect a vested property right of any Owner; (ii) to enable any reputable title insurance company to issue title insurance coverage on any portion of the Property; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to bring any provision into compliance with any conflicting Applicable Law; or (v) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this subsection shall not materially and adversely affect the title to any Lot, unless the Owner of such Lot shall consent in writing.

b. *By Owners.* This Declaration may be amended at any time by the approval of the Owners of at least sixty-seven percent (67%) of the Lots in a written instrument recorded in the real property records of McLennan County, Texas; provided, however, that any such amendment that purports to amend any rights reserved by Declarant in this Declaration must be approved by Declarant in writing.

4. *Assignment by Declarant.* Notwithstanding any provision in this Declaration to the contrary, Declarant may, in writing filed of record referring to this Declaration by county clerk's instrument number, expressly assign in whole or in part any of Declarant's privileges, exemptions, rights, and duties under this Declaration to any other person or entity, and may permit the participation, in whole or in part, by any other person or entity of any of its privileges, exemptions, rights, and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, Declarant shall no longer be liable for performance of such assigned rights, provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

EXECUTED on the date of the acknowledgement set forth below, to be EFFECTIVE as of August 27, 2021 (the "Effective Date").

Warren Ridge Partners, Ltd, a Texas limited partnership, as Declarant and by its sole general partner named Warren Ridge Developers, LLC, a Texas limited liability company

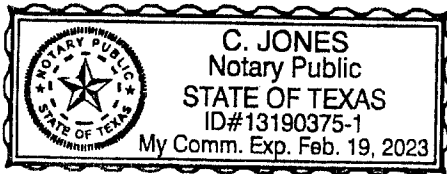


By: Fred Dewald as president of Warren Ridge Developers, LLC

STATE OF TEXAS

COUNTY OF McLENNAN

The foregoing instrument was acknowledged before me August 27, 2021, by Fred Dewald as president and on behalf of Warren Ridge Developers, LLC, a Texas limited liability company, as the sole general partner and on behalf of Warren Ridge Partners, Ltd, a Texas limited partnership.





Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2021034724

Filing and Recording Date: 08/27/2021 10:39:43 AM Pages: 11 Recording Fee: \$52.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

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