

**SECOND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR CHAPEL RIDGE ADDITION**

THE STATE OF TEXAS

COUNTY OF MCLENNAN

This Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Chapel Ridge (this "Second Supplemental Declaration"), is made on the date hereinafter set forth by Waco Chapel Ridge, Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant have heretofore executed that certain Declaration of Covenants, Conditions, and Restrictions for Chapel Ridge Addition, which was filed for record on March 8, 2013, as Clerk's Instrument No. 2013007437 of the real property records of McLennan County, Texas; and

WHEREAS, Declarant caused the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Chapel Ridge Addition to be filed in the real property records of McLennan County, Texas on April 12, 2013 at as Clerk's Instrument No. 2013011391; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Chapel Ridge Addition and the First Amendment to the Declaration of Covenants, Conditions, and Restrictions is collectively referred to herein as the "Master Declaration"; and

WHEREAS, Declarant filed the First Supplemental Declaration which annexed the real property and lots in Phase II of Chapel Ridge Addition to the Master Declaration; and

WHEREAS, Declarant desires to subject the Phase III Lots and real property owned by Declarant and described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), to the Master Declaration and to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and an of which is and are for the benefit of such property and each owner thereof; and

WHEREAS, under the Master Declaration, Declarant may unilaterally subject Property to the provisions of the Master Declaration; and

NOW, THEREFORE, pursuant to Section 2.03(a) of the Master Declaration, Declarant hereby supplements the Master Declaration and annexes and adds thereto all of the Property so that all of the terms, conditions, covenants and restrictions of the Master Declaration shall extend to the Property as though such Property was originally described in the Master Declaration, as

modified by this Supplemental Declaration; and Declarant hereby declares that the Property shall be held, sold, transferred, conveyed, and occupied subject to the Master Declaration, as supplemented hereby, and to the covenants, restrictions, easements, liens, charges and conditions hereof. Exhibit "A" of the Master Declaration is hereby supplemented to include the Property.

ARTICLE I. DEFINITIONS

The following terms when used in this Second Supplemental Declaration or any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following concepts and meanings:

(a) "Lot" shall mean and refer to any portion of the Chapel Ridge Addition Phase III designated as a lot on the subdivision plats of the Property as recorded in the plat records of McLennan County, Texas, creating subdivisions designated as, respectively, Chapel Ridge Addition Phase III, excluding streets and alleys. Where the context requires or indicates, the term Lot shall include the Residence and all other improvements which are or will be constructed on the Lot.

(b) "Residence" shall mean an individual residential dwelling unit constructed on any Lot, including any parking garage and the Lot upon which Residence is located.

(c) "Association" shall mean Waco Chapel Creek Homeowners Association, Inc.

(d) "Declarant shall mean Waco Chapel Ridge, Inc., a Texas corporation, its successors and/or assigns.

All terms shall have the definitions given them in the Master Declaration unless expressly provided otherwise herein.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; ASSESSMENTS; COMMON AREAS

1. Membership in Association. The Owners of the Lots shall automatically become Members of the Association in accordance with Section 4.02 of the Declaration.

2. Assessments. All Owners within the Property shall pay all assessments in the manner set forth in the Master Declaration.

3. Committee Approval. Nothing contained in this Article II shall modify, restrict and/or in any way affect the review and approval rights of the Architectural Control Committee (and the appointment of its members) pursuant to the Master Declaration and this Second

Supplemental Declaration.

4. Enforcement of Restrictions. Nothing contained in this Article II shall modify, restrict and/or in any way effect the requirements and the enforceability by the Association of the Protective Covenants outlined in Article III herein, the architectural control standards of Article VIII of the Master Declaration, the use restrictions in Article V of the Master Declaration, and maintenance obligations in Article XII of the Master Declaration.

**ARTICLE III.
PROTECTIVE COVENANTS**

The following protective covenants are supplemental to those contained in the Master Declaration. If any provision contained in this Second Supplemental Declaration is in conflict with the terms and provisions of the Master Declaration, the terms and provisions hereof shall govern.

1. Front or Side Entry Garages Only. All Residences constructed on the Lots shall be constructed with front or side entry garages.

2. Minimum Square Footage. The minimum air-conditioned square footage for Residences in Phase III shall be 1700 square feet.

3. Use of Garages. All garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation or storage of items other than automobiles and items relating to the operation of an automobile. No carports are permitted on a Lot. Garage doors shall remain closed except for periods of ingress or egress from the garage.

**ARTICLE IV
AMENDMENTS**

1. By Declarant. This Second Supplemental Declaration may not be amended without the approval of the Declarant during the period Declarant owns any Lots as defined under this Second Supplemental Declaration or the Master Declaration.

2. By Owners.

(a) This Second Supplemental Declaration may be amended by the Owners in accordance with the terms of Section 12.01(a) and (b) of the Master Declaration.

(b) No amendment may remove, revoke, or modify any right, or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

Unless expressly modified herein by this Second Supplemental Declaration, the terms, conditions, obligations, and restrictions of the Master Declaration govern the Property described in Exhibit A, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Declarant caused this instrument to be executed as of the _____ day of _____, 2013

DECLARANT:

WACO CHAPEL RIDGE, INC.
a Texas corporation

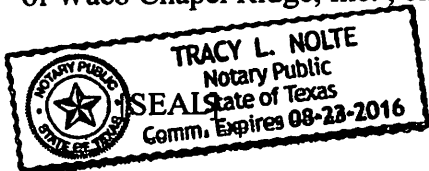
By: [Signature]
Name: BRAD HORNELL
Its: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on 9/4/2013 by Brad Hornell the Manager of Waco Chapel Ridge, Inc., on behalf of Waco Chapel Ridge, Inc., a Texas corporation.



[Signature]
My commission expires: 8/23/2016

CONSENT OF LIEN HOLDER

INDEPENDENT BANK

By: [Signature]
Name: Robert C. Riggs
Its: Regional President

EXHIBIT A

PHASE III:

Lots 8-17, Block 9; and Lots 27-40, Block 5, Chapel Ridge Addition, Phase III, an Addition to the City of Waco, McLennan County, Texas according to the plat or map thereof recorded as Clerk's Instrument No. 2013031275 in the Plat Records for McLennan County, Texas