

ADDITIONAL DEDICATORY INSTRUMENTS
for
WATERWOOD IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

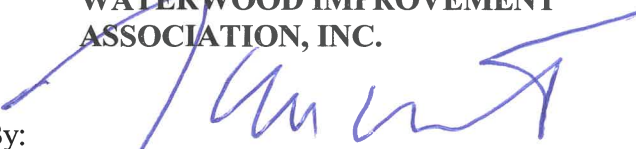
BEFORE ME, the undersigned authority, on this day personally appeared **Mitchell Avila Katine**, who, being by me first duly sworn, states on oath the following:

“My name is **Mitchell Avila Katine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

“I am the attorney for Waterwood Improvement Association, Inc. The following instrument, **2021 Rules and Regulations of Waterwood Improvement Association, Inc.**, is a true and correct copy of an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Waterwood Improvement Association, Inc. and the property subject to the declaration recorded under San Jacinto County Clerk’s Document No. 20188098, as amended and/or supplemented.”

DATED this 30 day of June, 2021.

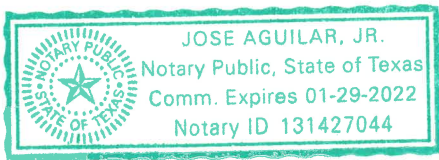
WATERWOOD IMPROVEMENT ASSOCIATION, INC.


By: 
Mitchell Avila Katine, Attorney

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 30th day of June, 2021, by **Mitchell Avila Katine**, attorney for Waterwood Improvement Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Katine Nechman McLaurin LLP
1834 Southmore Boulevard
Houston, Texas 77004
713-808-1000

6/30/21

2021
RULES AND REGULATIONS
OF
WATERWOOD IMPROVEMENT ASSOCIATION, INC.

These Rules and Regulations of Waterwood Improvement Association, Inc. (the "Rules") have been adopted by the Board of Directors of Waterwood Improvement Association, Inc., a Texas nonprofit corporation (the "WIA"), in accordance with the provisions of Article III, Section 3.2(iv) of the 2018 Restated and Amended General Warranty Deed recorded under San Jacinto County Clerk's File No. 20188098 (the "Declaration").

These Rules have also been adopted by the Board of Directors of WIA pursuant to the authority set forth in the 2013 Amended Bylaws of Waterwood Improvement Association, Inc. recorded under San Jacinto County Clerk's File No. 2013006795 (the "Bylaws").

These Rules apply to the Community Properties of WIA. By owning or occupying a Lot in the Waterwood Subdivision each Owner and Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws. These Rules amend, restate and replace all prior WIA Rules and Amendments to the Rules.

For the convenience of Owners and Residents of the Waterwood Subdivision, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration and Bylaws shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents, the hierarchy of authority shall be as follows: Declaration (highest), the Articles of Incorporation, Bylaws and these Rules (lowest). The term "Resident(s)" means the person or persons occupying the Lot. A Resident may be an Owner or a non-Owner. The Owner is responsible and liable for all acts and omissions of his or her Resident occupying the Owner's Lot.

A. COMPLIANCE

- A-1. Compliance.** Each Owner and Resident shall comply with the provisions of these Rules, the Declaration, the Bylaws, as any of these may be revised from time to time (collectively, the "Governing Documents"). Each Owner shall be responsible for compliance with (and the violation of) the Governing Documents by the Resident of his or her Lot, and their respective families, invitees, tenants, agents, employees, or contractors.
- A-2. Additional Rules.** Each Owner and Resident shall comply with all rules and signs posted from time to time by WIA, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each Owner and Resident shall comply with notices communicated by WIA, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Waterwood Subdivision. Such temporary rules are incorporated in these Rules by reference.

- A-3. Waiver.** Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may grant a waiver or variance, which must be in writing to be effective.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Safety.** Each Owner and Resident is solely responsible for his or her own safety and for the safety, well being and supervision of his or her guests and any person in the Waterwood Subdivision to whom the Owner and Resident has a duty of care, control, or custody.
- B-2. Damage.** Each Owner and Resident is responsible for any loss or damage to his or her property, other properties, the personal property of other Owners, Residents or their guests, or to the Community Properties and improvements, if such loss or damage is caused by the Owner or Resident or by any person for whom the Owner is responsible.
- B-3. WIA Does Not Insure.** Each Owner and Resident is solely responsible for insuring his or her Lot and property, including his or her personal property. Personal property placed in or on the Community Properties shall be solely at the risk of Owner and Resident or the owner of such personal property. WIA urges Owners and Residents to purchase insurance on their property, real and personal, and liability insurance for occurrences within their Lot.
- B-4. Reimbursement for Damage.** An Owner or Resident shall be liable for and shall promptly reimburse WIA for the cost of damage to WIA's Community Properties caused by the negligent or willful conduct of the Owner, Resident or the persons for whom the Owner or Resident is responsible.

C. GENERAL USE AND MAINTENANCE OF COMMUNITY PROPERTY AND COMMUNITY FACILITIES

- C-1. Intended Uses.** Every Community Property and Community Facility shall be used only for its intended and obvious use.
- C-2. Grounds.** Unless the Board of Directors designates otherwise, Owners and Residents may not use, abuse or damage the landscaped areas, lawns, beds, and plant materials on the Community Properties. The following are expressly prohibited: digging, planting, pruning, cutting and climbing.

- C-3. Abandoned Items.** No item or object of any type shall be stored, placed, or maintained anywhere on the Community Properties, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on Community Properties are deemed abandoned and may be disposed of by the Board of Directors.

D. COMMUNITY ETIQUETTE

- D-1. Courtesy.** Each Owner and Resident shall use the Community Properties in a manner calculated to respect the rights and privileges of other Owners, Residents, WIA employees, WIA contractors, WIA Board members and WIA vendors.
- D-2. Annoyance.** An Owner or Resident shall NOT do anything that will annoy, harass, embarrass, or inconvenience other Owners, Residents or their guests, or the WIA's employees, agents, contractors, vendors and members of the WIA Board of Directors. Owners and Residents shall at all times be professional and respectful in their communications, either verbal or written, with WIA's employees, agents, contractors, vendors and Board members.
- D-3. Violation action.** In the event an Owner or Resident communicates disrespectfully or behaves in any manner using obscene, profane or abusive language or gestures towards WIA on-site management, or WIA contractor, vendor or member of the WIA Board of Directors, individually or collectively, the offending Owner or Resident shall be directed by the WIA's legal counsel to direct all future communications to the WIA's property manager via certified mail and all e-mails, texts and telephone contacts from said Owner or Resident may be blocked. Additional legal action may be taken against an Owner or Resident in violation of this Rule as deemed necessary in the sole discretion of the Board of Directors.
- D-4. Violence, Threats and Criminal Behavior.** All Owners and Residents are prohibited from making acts of violence or harm, and making threats of violence or harm, and stalking or other criminal behavior, to WIA's employees, contractors, vendors, agents and Board members. Legal action may be taken against an Owner or Resident in violation of this Rule as deemed necessary in the sole discretion of the Board of Directors.
- D-5. Noise and Odors.** Each Owner and Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Owners and Residents of other Lots.
- D-6. Reception Interference.** Each Owner and Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception in the Waterwood Subdivision.
- D-7. No Personal Service.** The WIA's employees and agents are not permitted or authorized to render personal services to Owners and Residents. Each Owner and Resident agrees that WIA is NOT RESPONSIBLE for any item or article left with or delivered to the WIA's manager, employees, agents of Board Members on behalf of such Owner or Resident.

- D-7. Compliance with Law.** Owners and Residents may not use the Waterwood Subdivision for unlawful activities. Owners and Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Huntsville, Texas. An Owner or Resident who violates this provision shall hold WIA and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Owner's or Resident's violation or noncompliance.

E. TRASH DISPOSAL

- E-1. General Duty.** Owners and Residents shall not litter in the Community Properties, shall endeavor to keep the Waterwood Subdivision clean, and shall dispose of all refuse in receptacles provided specifically by WIA for that purpose.
- E-2. Hazards.** Owners and Residents may not store trash inside or outside his or her Lot in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Owners and Residents shall ensure that the debris is thoroughly cold.

F. MISCELLANEOUS

- F-1. Security.** WIA, its directors, committees, members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the Waterwood Subdivision, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee in the Waterwood Subdivision assumes risk for loss or damage to his or her person, to his or her Lot, and to any other of his or her property in the Waterwood Subdivision. WIA expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative, to any security systems, equipment or measures recommended, installed or undertaken within the Waterwood Subdivision.
- F-2. Right to Hearing.** An Owner or Resident may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Lot. The Board of Directors will schedule a hearing within 45 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner and/or Resident may attend the hearing in person, or may be represented by another person or written communication.
- F-3. Mailing Address.** An Owner or Resident who receives mail at any address other than the address of his or her Lot shall be responsible for maintaining with WIA his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners and Residents by the Governing Documents shall be sent to an Owner's or Resident's most recent address as shown on the records of WIA. If an Owner or Resident fails to provide a forwarding address, the address of that Owner's or Resident's Lot shall be deemed effective for purposes of delivery.

- F-4. **Revision.** These Rules are subject to being amended, replaced or supplemented by the Board of Directors. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest.
- F-5. **Other Rights.** These Rules are in addition to and shall in no way whatsoever detract from the rights of WIA under the Declaration, Bylaws, Articles of Incorporation and the laws of the State of Texas.
- F-6. **Effective Date.** These Rules are effective on the date they are recorded with the San Jacinto County Clerk, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Rules and Regulations of the Waterwood Improvement Association, Inc., a Texas nonprofit corporation, as adopted by a majority vote of the Board of Directors at its meeting on the 21st day of June, 2021.

IN WITNESS WHEREOF, I hereunto set my and this the 21 day of JUNE, 2021.

WATERWOOD IMPROVEMENT ASSOCIATION, INC.

By: [Signature]
President
Printed Name: Larry Maas

By: [Signature]
Secretary
Printed Name: John L. Spencer

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Filed for Record in:
San Jacinto County

On: Jul 13, 2021 at 12:39P

As a
Recordings

Document Number: 20215046

Amount 41.00

Receipt Number - 46723

By,
Abner Shears

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright hereby certify that this
instrument was filed in number sequence on the date
and time hereon by me, and was duly recorded in the
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas
as stamped hereon by me on

Jul 13, 2021

Dawn Wright, County Clerk
San Jacinto County, Texas