

**2018 AMENDED PROTECTIVE COVENANTS FOR
WATERWOOD AUGUSTA ESTATES**

THE STATE OF TEXAS)
)
COUNTIES OF WALKER)
and SAN JACINTO)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the developer of that certain subdivision in San Jacinto County, Texas, known as "Waterwood Augusta Estates" Subdivision, ("Augusta Estates"), pursuant to plat duly recorded in the Plat Records of San Jacinto County, Texas, did file Protective Covenants on October 2, 1981, at Vol. 209, Page 138, Deed Records of San Jacinto County, Texas; and

WHEREAS, Chapter 211 of the Texas Property Code became effective on September 1, 2005, and as amended by the 2015 Texas Legislature, provided for the amendment of deed restrictions by property owners in subdivisions in San Jacinto County, Texas; and

WHEREAS, pursuant to Section 211.004 of the Texas Property Code, on February 20, 2017, the following amendment procedure was approved by over a two-thirds (2/3) vote of the Board of Directors of the Waterwood Subdivision, at a special meeting, pursuant to Chapter 211 of the Texas Property Code, subject to an election of the property owners as provided for by Chapter 211.004, Texas Property Code, with the date of the Chapter 211 election to be on April 29, 2017; and

WHEREAS, the ballots for adopting an amendment procedure were canvassed and counted on April 29, 2017, where a total of 244 votes were cast, 181 of which votes were in favor of the following amendment procedure for the deed restrictions for the Waterwood Subdivision, being more than the required two-thirds (2/3) vote for adoption of such amendment procedure:

The members of the Waterwood Improvement Association, Inc. shall have the right, at any time hereafter, to amend the Protective Covenants, all on file with the County Clerk of San Jacinto County, and the General Warranty Deed filed at Vol. 141, pages 802, et seq., Deed Records of San Jacinto County, Texas, by a majority vote of the members of Waterwood Improvement Association, Inc. who vote in the election, at a special or annual meeting at which a quorum is had, voting in favor of such amendment to any or all of the restrictions, conditions, and protective covenants applicable to the Waterwood Subdivision, with each member who is eligible to vote being entitled to one (1) vote regardless of the number of lots owned in the Waterwood Subdivision.

and

WHEREAS, the election canvassing committee chairperson, EARL McVAY, has previously certified to the President of the Association, the result of the Chapter 211 election of the Waterwood Subdivision; and

WHEREAS, the Association have executed and filed in the real property records of San Jacinto County, Texas, a "Certification of Chapter 211 Election Results for the Waterwood Improvement Association, Inc." ("Certification") executed on May 15, 2017 and filed at Vol. 20173221, pages 15902, et seq., Official Public Records of San Jacinto County, Texas on June 7, 2017, that certified that the following amendment procedure was adopted for the General Warranty Deed and Declaration of Covenants filed at Vol. 141, page 802, et seq., of the Official Records of San Jacinto County, Texas and said procedure adopted and effective upon filing of the Certification,

to-wit:

The members of the Waterwood Improvement Association, Inc. shall have the right, at any time hereafter, to amend the Protective Covenants, all on file with the County Clerk of San Jacinto County, and the General Warranty Deed filed at Vol. 141, pages 802, et seq., Deed Records of San Jacinto County, Texas, by a majority vote of the members of Waterwood Improvement Association, Inc. who vote in the election, at a special or annual meeting at which a quorum is had, voting in favor of such amendment to any or all of the restrictions, conditions, and protective covenants applicable to the Waterwood Subdivision, with each member who is eligible to vote being entitled to one (1) vote regardless of the number of lots owned in the Waterwood Subdivision.

and

WHEREAS, on October 13, 2018, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Augusta Estates, pursuant to the election results.

NOW, THEREFORE, the Waterwood Improvement Association, Inc., by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of these amendments to the Protective Covenants of Augusta Estates, by a majority vote of the members of the Association and by this instrument signed and filed for record, pursuant to the amendment procedure adopted by the Chapter 211 election, hereby amend the Protective Covenants identified and set forth herein, with the rest of the original Protective Covenants remaining unchanged, which amended Protective Covenants shall read as follows:

Article III, Section 4, D.:

Current Covenants:

Section 4. Type of Construction, Materials and Landscaping.

- D. Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Board. Such landscaping is to be done in the front of the Lot at the time the dwelling is being completed and before occupancy.

2018 Amendments to Article III, Section 4, D.

(the balance of Article III, Section 4, D. being unchanged and remaining in full force and effect):

Native growth on an unimproved lot may be prudently removed without prior approval from the Architectural Control Board. (Item No. 1 in 2018 Chapter 211 Election).

Native growth on an improved lot may be removed without prior approval from the Architectural Control Board. (Item No. 2 in 2018 Chapter 211 Election).

Live trees greater than 4" in diameter may be removed. (Item No. 3 in Chapter 211 Election).

New construction: Remove native growth and live tree restriction. (Item No. 10 in Chapter 211 Election).

20190497

Article III, Section 1:**Current Covenant:****Section 1. Land Use and Building Type.**

- A. **Residential Lots.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling, a detached or an attached garage or carport for not less than two (2) cars nor more than four (4) cars. A detached garage or carport shall not exceed one (1) story in height. Bona fide servants quarters which structure shall not exceed the main dwelling in height or number of stories and this structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. The main dwelling shall not exceed a height of thirty-five (35) feet, without the written approval of the Architectural Control Board.
- B. **Residential Nature of Improvements.** No Lot may be used for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes, except that a single family residential unit may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, without written permission of the Architectural Control Board.

2018 Amendments to Article III, Section 1

(the balance of Article III, Section 1 being unchanged and remaining in full force and effect):

Home businesses are allowed provided they do not constitute a nuisance or involve regular visitation by clients, vendors, etc. (Item No. 5 in 2018 Chapter 211 Election).

Tenant registration form required within 30 days of lease signing for all rental properties. (Item No. 6 in 2018 Chapter 211 Election).

Article III, Section 4:**Current Covenant:****Section 4. Type of Construction, Materials and Landscaping.**

- A. No residence shall have less than twenty five percent (25%) masonry construction or its equivalent on its exterior wall area, unless approved in writing by the Architectural Control Board, except that detached garages may have wood siding of a type and design approved by the Architectural Control Board.
- B. No external roofing material other than wood shingles, built up tar and gravel or asphalt shingles which are no lighter than 340 pound per square and which are applied in accordance

with the manufacturers specifications and which are installed on a roof which has no greater than five in twelve pitch shall be used on any building in any part of the properties without the written approval of the Architectural Control Board.

- C. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

2018 Amendments to Article III, Section 4, A., B., and C.

(the balance of Article III, Section 4, A., B., and C.
being unchanged and remaining in full force and effect):

Solar panels and geothermal rooftop units are allowed. (Item No. 11 in 2018 Chapter 211 Election).

Article III, Section 8:

Current Covenants:

Section 8. Temporary Structures.

No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently, provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residence and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales, construction and other offices, storage areas, model units, signs and portable toilet facilities. The Declarant, or Builder Owners may use a residence as a temporary office. No garage or servants quarters shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

2018 Amendments to Article III, Section 8

(the balance of Article III, Section 8 being unchanged and remaining in full force and effect):

Boats may be parked on a driveway or side / back yard from May 1 through September 30. (Item No. 8 in 2018 Chapter 211 Election).

20190497

Article III, Section 9**Current Covenant:****Section 9. Signs and Billboards.**

No signs billboards, posters, or advertising devises of any character shall be erected, permitted, or maintained on any Lot without the express prior written consent of the Declarant, except for a Builder Owner, who may place on each Lot owned by such Builder Owner during the construction and sales period of improvements, not more than one sign of not more than five (5) square feet of sign space. Declarant or their agents shall have the right to remove any sign not complying with the above restrictions, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant or its agent to construct and maintain such signs, billboards or advertising devises as is customary in connection with the general sale of property.

2018 Amendments to Article III, Section 9

(the balance of Article III, Section 9 being unchanged and remaining in full force and effect):

For Sale or Rent properties may have one permitted sign facing the golf course and/or the lake. (Item No. 4 in 2018 Chapter 211 Election).

Upon death of a homeowner, estate sale (home, garage, yard) sign will be allowed. (Item No. 7 in 2018 Chapter 211 Election).

The following new Protective Covenant was added to the Protective Covenants:

Antennas are allowed per FCC act of 1996 and 2004 amendment. Satellite dishes may be placed without prior approval. (Item No. 9 in 2018 Chapter 211 Election).

Executed this 31st day of December, 2018, by Jack B. Zimmermann, President of Waterwood Improvement Association, Inc.



JACK B. ZIMMERMANN, President

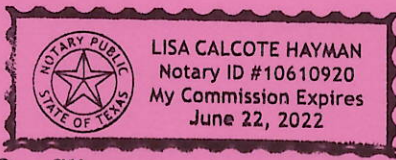
STATE OF TEXAS *

COUNTY OF WALKER *

and SAN JACINTO

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally came and appeared JACK B. ZIMMERMANN, President of Waterwood Improvement Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this 31st day of December, 2018.



Lisa Calcote Hayman
Notary Public, State of Texas

After filing return to:
Travis Kitchens
Lawyer
P. O. Box 855
Groveton, Texas 75845

Filed for Record in:
San Jacinto County
On: Jan 25, 2019 at 10:50A
As a
Recording
Document Number: 20190497
Amount 45.00
Receipt Number - 29784
By:
Hanna Gearhart

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

Jan 25, 2019
Dawn Wright, County Clerk
San Jacinto County, Texas

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Article III, Section 4, D.:

Current Covenants:

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2018 Amendments to Article III, Section 4, A., B., and C.

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2018 Amendments to Article III, Section 8

(the balance of Article III, Section 8 being unchanged and remaining in full force and effect):

Boats may be parked on a driveway or side / back yard from May 1 through September 30. (Item No. 8 in 2018 Chapter 211 Election).

Article III, Section 9

Current Covenant:

Section 9. Signs and Billboards.

No signs billboards, posters, or advertising devises of any character shall be erected, permitted, or maintained on any Lot without the express prior written consent of the Declarant, except for a Builder Owner, who may place on each Lot owned by such Builder Owner during the construction and sales period of improvements, not more than one sign of not more than five (5) square feet of sign space. Declarant or their agents shall have the right to remove any sign not complying with the above restrictions, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant or its agent to construct and maintain such signs, billboards or advertising devises as is customary in connection with the general sale of property.

2018 Amendments to Article III, Section 9

(the balance of Article III, Section 9 being unchanged and remaining in full force and effect):

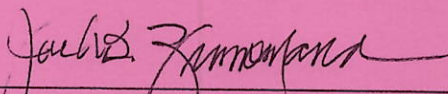
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Executed this 31st day of December, 2018, by Jack B. Zimmermann, President of Waterwood Improvement Association, Inc.



JACK B. ZIMMERMANN, President

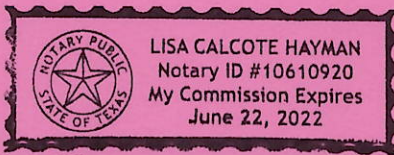
STATE OF TEXAS *

COUNTY OF WALKER *

and SAN JACINTO

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally came and appeared JACK B. ZIMMERMANN, President of Waterwood Improvement Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this 31st day of December, 2018.



Lisa Calcote Hayman
Notary Public, State of Texas

After filing return to:
Travis Kitchens
Lawyer
P. O. Box 855
Groveton, Texas 75845