

2019, 2022 and 2023 AMENDED PROTECTIVE COVENANTS FOR WATERWOOD AUGUSTA ESTATES

THE STATE OF TEXAS )
COUNTIES OF WALKER ) and SAN JACINTO ): KNOW ALL PERSONS 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 Improvement Association, Inc. (the "Association"), 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

Handwritten initials or mark in the bottom right corner.

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 has 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 anytime 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 Waterwood Augusta Estates, pursuant to the election results.

The Waterwood Improvement Association, Inc., by and through its duly Elected and Qualified Officers and Board of Directors, and after approval of the 2018 Amended Protective Covenants of Waterwood Augusta Estates, by a majority vote of the members of the Association, recorded an instrument on January 25, 2019 under San Jacinto County Clerk's File No. 20190497, Pages 2598, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Waterwood Augusta Estates" ("2018 Amended Restrictions for Augusta Estates") pursuant to the amendment procedure adopted by the Chapter 211 election, did thereby amend the Protective Covenants identified and set forth herein, with the rest of the original Protective Covenants remaining unchanged.

**2019 Amended Protective Covenants For  
Waterwood Augusta Estates**

WHEREAS, on October 12, 2019, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Waterwood 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 2019 Amendments to the Protective Covenants of Waterwood Augusta Estates by a majority vote of the Members of the Association who voted in the election at the Association meeting held on October 12, 2019 at which a quorum was present, 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 Protective Covenants, as previously amended, remaining unchanged, which 2019 Amended Protective Covenants shall read as follows:

**Protective Covenant Article III Section 4**

**Current Covenant:**

- 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 a fire 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.
- 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 of the time the dwelling is being completed and before occupancy.

**2019 Amendments to Protective Covenant Article III Section 4, B**

(the balance of Protective Covenant Article III Section 4 being unchanged and remaining in full force and effect):

Roofing Material may consist of solar panels as per Texas Property Code Section 202.010; HOAs and POAs cannot prohibit or restrict a property owner from installing a solar energy device as defined by Texas Tax Code Section 171.107. (Item No. 5 in 2019 Chapter 211 Election).

**Protective Covenant Article III Section 7****Current Covenant:**

## Section 7. Annoyance or Nuisance

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

**2019 Amendments to Protective Covenant Article III Section 7**

(the balance of Protective Covenant Article III Section 7 being unchanged and remaining in full force and effect):

Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms (with the exception of dispatching feral hogs), fireworks, or firecrackers is expressly forbidden. (Item No. 4 in 2019 Chapter 211 Election).

Shooting of wild hogs on owner's property is permitted as per Texas legislative change S.B. No. 317 effective September 16, 2019. (Item No. 6 in 2019 Chapter 211 Election).

**Protective Covenant Article III Section 13****Current Covenant:**

## Section 13. Walls, Fences, and Hedges.

No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line. The rear yards of golf course lots may not be fenced unless such fence is used to enclose a small patio which is an integral part of the house structure. All walls and fences on any lot must be at least six (6) feet tall and must be of ornamental iron, wood, or masonry construction. All fences must be approved by the Architectural Control Board.

**2019 Amendments to Protective Covenant Article III Section 13**

(the balance of Protective Covenant Article III Section 13 being unchanged and remaining in full force and effect):

Wrought iron fencing up to 48" on the lot side which is contiguous to the golf course will be allowed. (Item No. 7 in 2019 Chapter 211 Election).

Wrought iron fencing up to 48" on the lot side which is contiguous to the lake will be allowed. (Item No. 8 in 2019 Chapter 211 Election).

**2022 Amended Protective Covenants For  
Waterwood Augusta Estates**

WHEREAS, on October 8, 2022, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Waterwood 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 2022 Amendments to the Protective Covenants of Waterwood Augusta Estates by a majority vote of the Members of the Association who voted in the election at the Association meeting held on October 8, 2022 at which a quorum was present, 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 Protective Covenants, as previously amended, remaining unchanged, which 2022 Amended Protective Covenants shall read as follows:

**Protective Covenant Article III Section 14**

**Current Covenant:**

Section 14. Lot Maintenance

The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. The front yard of houses at the time the house is built must be sodded solid with St. Augustine, Bermuda or an equal grass from the front of the house to the curb of the street in front of the house and must be properly maintained at all times.

In no event shall any Lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by Law.)

Owners of Golf Course Lots may not grow, nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation, in the area of lots adjacent to the Golf Course. Such owners may, however, with the prior approval of the Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for the storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by Law.)

The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of the streets or adjacent to parks, playgrounds, Golf Course

or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of a default on the part of the Owner or occupant of any Lot observing the above requirements or any of them, such default continuing after ten (10) days written notice the Declarant or their assignees may, at their option, without liability to the Owner or occupant trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement shall be secured by a Vendor's Lien retained for the benefit of the Declarant in each Deed (whether specifically states therein or not, said lien to be enforceable through appropriate legal proceedings by Declarant, provided that such lien shall be secondary, subordinate and inferior to all liens, present or future, given, granted and created by Owner to secure payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot.

**2022 Amendments to Protective Covenant**

(the balance of Protective Covenant Article III Section 14 being unchanged and remaining in full force and effect):

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice, the Declarant or their assignees may, at their option, without liability to the Owner or occupant, trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to remove such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and shall charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property, to pay such statements immediately upon receipt thereof. The payment of such statement shall be secured by a continuing lien. (Item No. 5 in 2022 Chapter 211 Election).

**2023 Amended Protective Covenants For  
Waterwood Augusta Estates**

WHEREAS, on May 6, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Waterwood 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 2023 Amendments to the Protective Covenants of Waterwood Augusta Estates by a majority vote of the Members of the Association who voted in the election at the Association meeting held on May 6, 2023 at which a quorum was present, 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 Protective Covenants, as previously amended, remaining unchanged, which 2023 Amended Protective Covenants shall read as follows:

**Protective Covenant 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 of any kind, nor for any commercial or manufacturing 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.

**2023 Amendments to Protective Covenant Article III Section 1**

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

However, rental or lease of the lot and/or the residence thereon for any period less than 90 days shall be prohibited, save and except a short-term TREC (Texas Real Estate Commission) contract by a seller of a property to the buyer. (Item No. 2 in 2023 Chapter 211 Election).

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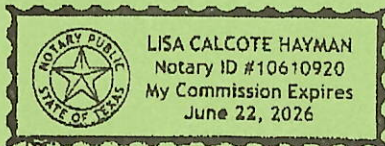
Executed this 9th day of January, 2024, by Larry Maas, President of Waterwood Improvement Association, Inc.

*[Signature]*  
\_\_\_\_\_  
Larry Maas, President

STATE OF TEXAS  
COUNTY OF SAN JACINTO

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally came and appeared Larry Maas, 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/she 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 9th day of January, 2024.



*[Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

After filing return to:  
Mitchell Katine  
Katine Nechman McLaurin LLP  
2000 Bering Drive, Suite 700  
Houston, Texas 77057

Filed for Record in:  
San Jacinto County

On: Jan 09, 2024 at 01:35P

As a  
Recording

Document Number: 20240139

Amount: 48.00

Receipt Number - 64486

By:  
Michelle Clark

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 09, 2024

Dawn Wright, County Clerk  
San Jacinto County, Texas