

**2019, 2022 and 2023 AMENDED PROTECTIVE COVENANTS FOR
BASS BOAT VILLAGE OF WATERWOOD**

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 "Bass Boat Village of Waterwood" Subdivision ("Bass Boat Village"), pursuant to plat duly recorded in the Plat Records of San Jacinto County, Texas, did file Protective Covenants on November 30, 1977, at Vol. 170, Page 94, 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

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 Bass Boat Village of Waterwood, 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 Bass Boat Village of Waterwood, 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. 20190508, Pages 2675, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Bass Boat Village of Waterwood" ("2018 Amended Restrictions for Bass Boat Village") 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
Bass Boat Village of Waterwood**

WHEREAS, on October 12, 2019, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bass Boat Village of Waterwood 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 Bass Boat Village of Waterwood 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 3

Current Covenant:

- 3. There shall be submitted to the Board on forms approved by the Board an application for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any lot until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building together with the schemes for roofs and exteriors thereof. Such application shall be accompanied by a reasonable filing fee to be determined and set by the Board, said fee to defray the Board's expenses.

2019 Amendments to Protective Covenant 3

(the balance of Protective Covenant 3 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).

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).

Protective Covenant 12

Current Covenant:

12. No hunting or discharging of firearms shall be allowed on the land described in Schedule A.

2019 Amendments to Protective Covenant 12

(the balance of Protective Covenant 12 being unchanged and remaining in full force and effect):

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 27

Current Covenant:

27. Trash, garbage and other wastes shall be stored in sanitary containers so situated as to be accessible to the service agency responsible for collection of said wastes and such area screened from view from adjacent properties and from the street. No obnoxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

2019 Amendments to Protective Covenant 27

(the balance of Protective Covenant 27 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).

**2022 Amended Protective Covenants For
Bass Boat Village of Waterwood**

WHEREAS, on October 8, 2022, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bass Boat Village of Waterwood 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 Bass Boat Village of Waterwood 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 26

Current Covenant:

- 26. All buildings, landscaping, fences and other improvements shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed and the property otherwise maintained in an aesthetically pleasing manner as determined by the Board. All owners of property shall be responsible for keeping their lots free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the owner of the property, whether said property is occupied or not, in a neat and adequate manner which shall include lawns mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No owners of any lots shall be permitted to store wrecked or disabled motor vehicles on a lot or any street nor shall any lot or street be used for repair, reconstruction or modification of motor vehicles.

2022 Amendments to Protective Covenant

(the balance of Protective Covenant 26 being unchanged and remaining in full force and effect):

In the event of a 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 statement 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
Bass Boat Village of Waterwood**

WHEREAS, on May 6, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bass Boat Village of Waterwood 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 Bass Boat Village of Waterwood 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:

Proposed Protective Covenant 35

2023 Addition to Protective Covenants for Bass Boat Village of Waterwood:

(a) Short-term rentals less than 90 days are allowed as set forth under (b), (c), (d), and (e) below:

(b) Owner shall register the property with the Board annually. Registration application shall include Owner's name, mailing and physical address, phone number, email address and maximum occupancy. Owner shall register the property with the Board prior to beginning any short-term rentals and pay a prorated fee for the first year and then annually in December for the following year. Annual registration shall be completed by the Owner during the period December 1 and December 31 for the following year.

(c) A Registration Fee shall be charged annually at time of registration in the amount of \$50.00 times the maximum number of occupants. This fee may be increased or decreased by the Board on an annual basis.

(d) Short-term rentals less than 90 days shall be revoked if 2 or more violations of the Association's governing documents are assessed against the owner within a twelve (12) month period or a cumulative total of 4 violations over the life of the property. Owners shall be liable for any violations of the Governing Documents by the Owner, the Owner's tenants (short term and term), and Owner's family and guests.

(e) A subdivision that has a separate, recognized, and functioning Homeowners Association may allow or disallow short-term rentals that supercedes Waterwood Improvement Association's granting of short-term rentals by an adoption of their own governing document provision. (Item No. 3 in 2023 Chapter 211 Election).

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

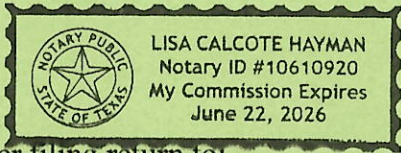
[Signature]

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: 20240140
Amount: \$1.00
Receipt Number: 64426
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 shown hereon by me.
Jan 09, 2024
Dawn Wright, County Clerk
San Jacinto County, Texas

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:

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(the balance of Protective Covenant 3 being unchanged and remaining in full force and effect):

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2019 Amendments to Protective Covenant 27

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**2022 Amended Protective Covenants For
Bass Boat Village of Waterwood**

WHEREAS, on October 8, 2022, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bass Boat Village of Waterwood 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 Bass Boat Village of Waterwood 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

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Protective Covenant 26

Current Covenant:

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2022 Amendments to Protective Covenant

(the balance of Protective Covenant 26 being unchanged and remaining in full force and effect):

In the event of a 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 statement 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
Bass Boat Village of Waterwood**

WHEREAS, on May 6, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bass Boat Village of Waterwood pursuant to the election results.

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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 Bass Boat Village of Waterwood 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:

Proposed Protective Covenant 35

2023 Addition to Protective Covenants for Bass Boat Village of Waterwood:

(a) Short-term rentals less than 90 days are allowed as set forth under (b), (c), (d), and (e) below:

(b) Owner shall register the property with the Board annually. Registration application shall include Owner's name, mailing and physical address, phone number, email address and maximum occupancy. Owner shall register the property with the Board prior to beginning any short-term rentals and pay a prorated fee for the first year and then annually in December for the following year. Annual registration shall be completed by the Owner during the period December 1 and December 31 for the following year.

(c) A Registration Fee shall be charged annually at time of registration in the amount of \$50.00 times the maximum number of occupants. This fee may be increased or decreased by the Board on an annual basis.

(d) Short-term rentals less than 90 days shall be revoked if 2 or more violations of the Association's governing documents are assessed against the owner within a twelve (12) month period or a cumulative total of 4 violations over the life of the property. Owners shall be liable for any violations of the Governing Documents by the Owner, the Owner's tenants (short term and term), and Owner's family and guests.

(e) A subdivision that has a separate, recognized, and functioning Homeowners Association may allow or disallow short-term rentals that supercedes Waterwood Improvement Association's granting of short-term rentals by an adoption of their own governing document provision. (Item No. 3 in 2023 Chapter 211 Election).

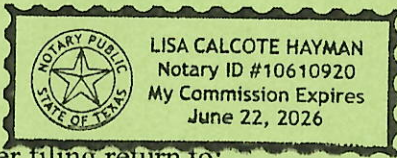
Executed this 9th day of January, 2023, by Larry Maas, President of Waterwood Improvement Association, Inc.

[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, 2023.



[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 Recording
San Jacinto County
Jan 09 2023 at 01:49
As a
Recording
Document Number: 20230109000000000000
Book: 100
Page: 6436
By:
Michelle Clark

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright, heretofore a Notary Public, do hereby certify that the foregoing instrument was filed in public records in the office of the Notary Public in and for the County of San Jacinto, State of Texas, on the 9th day of January, 2023, at 1:49 PM, and was duly recorded in the PUBLIC RECORDS OF SAN JACINTO COUNTY, TEXAS, in Book 100, Page 6436, and is available for public access by electronic means.
Dawn Wright, Notary Public
San Jacinto County, Texas