

**2019, 2022 and 2023 AMENDED PROTECTIVE COVENANTS FOR
BAY HILL**

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 "Bay Hill" Subdivision ("Bay Hill"), 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 127, 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

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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 Bay Hill, 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 Bay Hill, 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. 20190504, Pages 2647, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Bay Hill" ("2018 Amended Restrictions for Bay Hill") 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
Bay Hill

WHEREAS, on October 12, 2019, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bay Hill 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 Bay Hill 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 4

Current Covenant:

4. 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 specification 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 of the lot of the building, wall, fence, landscaped areas (including any proposed rearrangement of the native vegetation), or other improvement proposed to be constructed, altered, placed or maintained, together with the schemes for roofs and exteriors thereof. Such applications 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 4

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

Roofing Materials 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 20

Current Covenant:

20. No hunting or discharging of firearms shall be allowed on the land described in Scheduled A and B.

2019 Amendments to Protective Covenant 20

(the balance of Protective Covenant 20 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. 317 effective September 16, 2019. (Item No. 6 in 2019 Chapter 211 Election).

Protective Covenant 35

Current Covenant:

35. All laundry drying yards shall be screened from view from the streets, neighbors and common areas. 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 35

(the balance of Protective Covenant 35 being unchanged and remaining in full force and effect):

Annoyances or Nuisances. No obnoxious 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).

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**2022 Amended Protective Covenants For
Bay Hill**

WHEREAS, on October 8, 2022, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bay Hill 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 Bay Hill 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 34

Current Covenant:

34. All buildings, landscaping, fences, drives, parking areas and other improvements shall be maintained in good 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 the repair, reconstruction or modification of motor vehicles.

2022 Amendments to Protective Covenant 34

(the balance of Protective Covenant 34 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 occupants 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
Bay Hill**

WHEREAS, on May 6, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Bay Hill 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 Bay Hill 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 15

Current Covenant:

15. For Lots in attached Schedule A, no business or professional service of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat building, lodging house, roominghouse, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any lot. No room or rooms in any principal residence, nor any accessory buildings, or parts thereof, may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

2023 Amendments to Protective Covenant 15

(the balance of Protective Covenant 15 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).

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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5 in 2022 Chapter 211 Election).

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Bay Hill**

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Current Covenant:

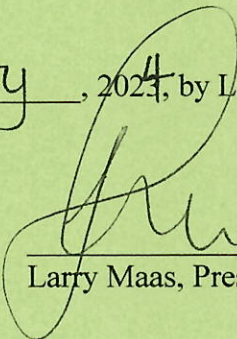
- 15. For Lots in attached Schedule A, no business or professional service of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat building, lodging house, roominghouse, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any lot. No room or rooms in any principal residence, nor any accessory buildings, or parts thereof, may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.

2023 Amendments to Protective Covenant 15

(the balance of Protective Covenant 15 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).

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

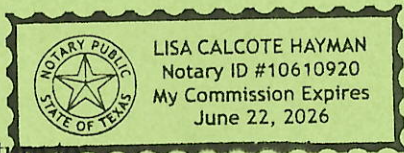


Larry Maas, President

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.




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 11, 2024 at 09:06A
As a
Recordings
Document Number: 20240172
Amount: 14.00
Receipt Number - 64520
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 11th day of January, 2024 and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas at stated herein by me on

Jan 11, 2024

Dawn Wright, County Clerk
San Jacinto County, Texas