

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 Lakeview 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 Lakeview 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. 20190498, Pages 2605, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Waterwood Lakeview Estates" ("2018 Amended Restrictions for Waterwood Lakeview 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.

and

WHEREAS, on May 6, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Waterwood Lakeview 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 2019, 2022, and 2023 Amended Protective Covenants of Waterwood Lakeview Estates, by a majority vote of the members of the Association, recorded an instrument on January 9, 2024 under San Jacinto County Clerk's File No. 202401145, Pages 38257, et seq. in the Official Public Records of San Jacinto County, Texas titled "2019, 2022, and 2023 Amended Protective Covenants for Waterwood Lakeview Estates" ("2019, 2022, and 2023 Amended Restrictions for Waterwood Lakeview 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.

2023 Amended Protective Covenants For Waterwood Lakeview Estates

WHEREAS, on October 14, 2023, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Waterwood Lakeview 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 Lakeview Estates by a majority vote of the Members of the Association who voted in the election at the Association meeting held on October 14, 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

- 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.
- Home businesses are allowed provided they do not constitute a nuisance or involve regular visitation by clients, vendors, etc.
- Tenant registration form required within 30 days of lease signing for all rental properties. 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.

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):

- A. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling with a detached or an attached garage for not less than two nor more than four cars, detached garage shall not exceed one (1) story in height. (Item No. 1 on Ballot #1 in 2023 Chapter 211 Election)

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.
- 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.
- 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.

Native growth on an unimproved lot may be prudently removed without prior approval from the Architectural Control Board.

Native growth on an improved lot may be removed without prior approval from the Architectural Control Board.

Live trees greater than 4" in diameter may be removed.

New construction: Remove native growth and live tree restriction.

2023 Amendments to Protective Covenant Article III Section 4

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

- E. No modular, manufactured, kit, metal or barn-dominium structure shall be erected, altered, placed, or permitted to be constructed on any Lot.
- F. Accessory buildings detached from the main dwelling such as, but not limited to, storage sheds, additional garages, workshops, etc., must be approved by the ACB and shall be constructed of the same exterior materials as the main dwelling. (Item No. 1 on Ballot #2 in 2023 Chapter 211 Election)

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

[Signature]
Larry Maas, President

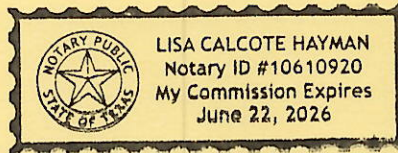
STATE OF TEXAS
COUNTY OF SAN JACINTO

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 February, 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 Feb 12, 2024 at 11:22A
AS A
RECORDING
Document Number: 20240714
Amount: 40.00
Receipt Number - 64773
By
Kata Miller
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STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dana W. Smith hereby cert. by that this instrument was filed in number sequence of the date and time herein by me and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas as indicated hereon by me on
Feb 12, 2024
Dana W. Smith, County Clerk
San Jacinto County, Texas