

**2018 AMENDED PROTECTIVE COVENANTS FOR
WHISPERING PINES VILLAGE I AND II**

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 "Whispering Pines Village I and II" Subdivision ("Whispering Pines"), pursuant to plat duly recorded in the Plat Records of San Jacinto County, Texas, did file Protective Covenants on February 20, 1973, at Vol. _____, Page 528, 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 Whispering Pines Village I and II, 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 Whispering Pines Village I and II, 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:

Protective Covenants 8, 27:

Current Covenants:

8. The native growth on any lot shall not be destroyed or removed from any lot, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, accessory buildings and/or walled-in service yards and patios, which native growth shall not be removed prior to commencement of construction and unless written permission is first obtained from the Board. In the event such growth is removed, except as stated above, the Board may require the replanting or replacement of same, the cost thereof to be borne by the lot owner. Anything to the contrary notwithstanding the property owners may remove with prior written permission of the Board native growth which is dead, unhealthy, detrimental to the remaining growth or otherwise undesirable for the maintenance of healthy and attractive natural vegetation. However, nothing shall be done which will change the general character of those areas where native growth is required to be maintained.
27. All site improvements and structures shall be built, erected, altered or maintained in such a manner as to preserve as nearly as possible the land in its natural state.

2018 Amendments to Protective Covenants 8 and 27

(the balance of Protective Covenants 8 and 27
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).

Protective Covenant 12:

Current Covenant:

12. 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, rooming house, 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.

2018 Amendments to Protective Covenant 12

(the balance of Protective Covenant 12 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).

Protective Covenant 13:

Current Covenant:

13. No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the Board is unsightly, shall be placed upon or above the roof of any dwelling or other building except where it is architecturally concealed from view in plans submitted to and approved by the Board and then only when, to the satisfaction of the Board, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the property.

2018 Amendments to Protective Covenant 13

(the balance of Protective Covenant 13 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).

Protective Covenant 22:**Current Covenants:**

22. No mobile home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained on a residential lot except in a carport, garage or in an outside storage area screened from view from streets. No mobile home, trailer or temporary structure of any nature whatsoever shall be used for occupancy either temporarily or permanently.

2018 Amendments to Protective Covenant 22

(the balance of Protective Covenant 22 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).

Protective Covenant 25:**Current Covenants:**

25. No exterior radio tower or antenna shall be installed or maintained on any lot. No exterior television tower or antenna or FM antenna shall be installed or maintained on any lot without the express prior written permission of the Board. Such permission shall only be good for so long as cable television is not available. Upon the installation of cable television facilities all exterior television towers, antennas and FM antennas shall be removed by the lot owner. Only Horizon Properties Corporation, its successors or assigns, shall have the right and authority to install cable television facilities on the property herein.

2018 Amendments to Protective Covenant 25

(the balance of Protective Covenant 25 being unchanged and remaining in full force and effect):

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).

Protective Covenant 29**Current Covenant:**

29. No signs whatsoever, including commercial, political or other similar signs, visible from adjoining lots or streets, shall be permitted on any lot except as follows: such signs as may be required by legal proceedings; residential identification signs of a combined total face area of one and one half (1 ½) square feet or less; during the time of construction of any residence or other improvement one job identification sign having a maximum total face area of twelve (12) square feet; not more than one "for sale" or "for rent" sign having a maximum face area

of three (3) square feet; flashing, lighted or moving signs shall not be permitted. No sign of any description or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be on their own supporting standards. Advertising banners, pennants and wind powered devices will not be permitted. All signs including proposed location, sizes and colors shall be reviewed by the Board and must receive prior written approval from the Board before installation. The Board may issue variances as to the above on such conditions and for such time periods as it may deem necessary.

2018 Amendments to Protective Covenant 29

(the balance of Protective Covenant 29 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).

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

Jack B. Zimmermann

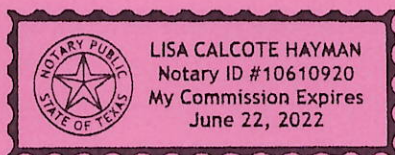
JACK B. ZIMMERMANN, President

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 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

20190509

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

2687

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San Jacinto County

On: Jan 25, 2019 at 10:30a

As a
Recording

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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