



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.

and

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.

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 Augusta 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. 20240139, Pages 38212, et seq. in the Official Public Records of San Jacinto County, Texas titled "2019, 2022, and 2023 Amended Protective Covenants for Waterwood Augusta Estates" ("2019, 2022, and 2023 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.

and

WHEREAS, on October 14, 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.

The Waterwood Improvement Association, Inc., by and through its duly elected and qualified officers and Board of Directors, and after approval of the 2023 Amendments to the Protective Covenants of Augusta Estates by a majority vote of the Members of the Association, recorded an instrument on February 12, 2024 under the San Jacinto County Clerk's File No. 20240709, Pages 41533, et seq. in the Official Public Records of San Jacinto County, Texas titled "2023 Amended Protective Covenants for Augusta Estates" ("2023 Amended Restrictions") pursuant to the amended 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 October 12, 2024, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of 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 2024 Amendments to the Protective Covenants of Augusta Estates by a majority vote of the Members of the Association, recorded an instrument on November 5<sup>th</sup>, 2024 under the San Jacinto County Clerk's File No. 20246058, Pages 70095, et seq. in the Official Public Records of San Jacinto County, Texas titled "2024 Amended Protective Covenants for Augusta Estates" ("2024 Amended Restrictions") pursuant to the amended 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.

**2025 Amended Protective Covenants For  
Waterwood Augusta Estates**

WHEREAS, on December 13<sup>th</sup>, 2025, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of 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 the 2025 Amendments to the Protective Covenants of Augusta Estates by a majority vote of the Members of the Association 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 2025 Amended Protective Covenants shall read as follows:

**Protective Covenant Article III Section 4**

**Current Covenant (as amended)**

- 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.

- 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.

**2025 Amendments to Protective Covenant Article III Section 4**

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

- 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 Review Committee, except that detached garages may have wood siding of a type and design approved by the Architectural Review Committee.
- 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 Review Committee.  
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 Review Committee. 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 Review Committee.  
Native growth on an improved lot may be removed without prior approval from the Architectural Review Committee.

Live trees greater than 4" in diameter may NOT be removed without prior approval from the Architectural Review Committee.

New construction: Remove native growth and live tree restriction.

- 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.

### Protective Covenant Article IV Section 1

#### Current Covenant

Section 1. Approval of Building Plans. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any lot, and the proposed location thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Control Board, hereinafter called "Board", as the same from time to time is composed, before any such work is commenced. The Board shall be composed of three (3) members to be appointed by Horizon Development Corporation, Board members shall be subject to removal by Horizon Development Corporation and any vacancies from time to time existing shall be filled by appointment of Horizon Development Corporation; provided, however, that any time hereafter Horizon Development Corporation may, at its sole option, relinquish to Waterwood Improvement Association, Inc., the power of appointment and removal herein reserved to Horizon Development Corporation. Such transfer of powers shall be evidenced in writing.

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 improvement 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 wall, fence, landscaped areas (including any proposed rearrangement of 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.

The Board shall approve or disapprove plans, specifications and details within forty-five (45) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Board for its permanent files. The Board shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Board fails to approve or disapprove any plans which have been submitted to it within forty-five (45) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

The Board shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete or in the event the Board deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Board shall be final.

Neither the Board, Horizon Development Corporation nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

**2025 Amendments to Protective Covenant Article IV Section 1**

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

Section 1. Architectural Review Authority. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any Lot, and the proposed location thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Review Committee, hereinafter called "ARC", as the same from time to time is composed, before any such work is commenced. The application and approval process must comply with Article VI of the 2025 Amendment to 2018 Restated and Amended General Warranty Deed for Waterwood recorded in the Real Property Records of San Jacinto County under Clerk's File No. 20257363, which is incorporated herein by reference and controls over this declaration and any amendment thereto.

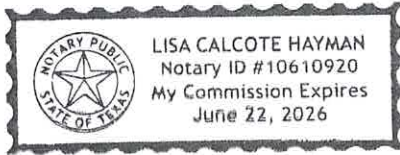
Executed this 30<sup>th</sup> day of December, 2025, by Rod Kirschner, President of Waterwood Improvement Association, Inc.

*Rod Kirschner*  
Rod Kirschner, 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 Rod Kirschner, 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 30<sup>th</sup> day of December, 2025.



*Lisa Calcote Hayman*  
Notary Public in and for the State of Texas

Filed for Record in:  
San Jacinto County

On: Dec 30, 2025 at 11:58A

As a  
Recording

Document Number: 20257391

Amount: 49.00

Receipt Number - 76694

By:  
Kyla Wilmer

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

Dec 30, 2025

Dawn Wright, County Clerk  
San Jacinto County, Texas