

**2025 AMENDED PROTECTIVE COVENANTS FOR  
FAIRWAY ONE BLOCK THREE**

THE STATE OF TEXAS     )  
  )  
COUNTIES OF WALKER    )                    KNOW ALL PERSONS BY THESE PRESENTS  
and SAN JACINTO         ):

WHEREAS, the developer of that certain subdivision in San Jacinto County, Texas, known as "Fairway One" Subdivision, Block Three ("Fairway One, Block Three"), pursuant to plat duly recorded in the Plat Records of San Jacinto County, Texas, did file Protective Covenants on November 6, 1979, at Vol. 188, Page 713, 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

6/19

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 Fairway One, Block Three, 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 Fairway One, Block Three, 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. 20190503, Pages 2640, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Fairway One, Block Three" ("2018 Amended Restrictions for Fairway One, Block Three") 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 Fairway One, Block Three, 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 Fairway One, Block Three, by a majority vote of the members of the Association, recorded an instrument on January 11, 2024 under San Jacinto County Clerk's File No. 20240143, Pages 38242, et seq. in the Official Public Records of San Jacinto County, Texas titled "2019, 2022, and 2023 Amended Protective Covenants for Fairway One, Block Three" ("2019, 2022, and 2023 Amended Restrictions") 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 12, 2024, the Association, pursuant to the Chapter 211 amendment procedure, adopted certain amendments to the Protective Covenants of Fairway One, Block Three 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 Amended Protective Covenants of Fairway One, Block Three, by a majority vote of the members of the Association, recorded an instrument on November 5th, 2024 under San Jacinto County Clerk's File No. 20246065, Pages 70134, et seq. in the Official Public Records of San Jacinto County, Texas titled "2024 Amended Protective Covenants for Fairway One, Block Three" ("2024 Amended Restrictions") 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.

**2025 Amended Protective Covenants For  
Fairway One, Block Three**

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 Fairway One, Block Three 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 Fairway One, Block Three 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 Covenants 2 through 7**

**Current Covenants (as amended)**

2. 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.
  
3. There shall be submitted to the Board of 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.  
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.  
Wrought iron fencing up to 48" on the lot side which is contiguous to the golf course will be allowed.  
Wrought iron fencing up to 48" on the lot side which is contiguous to the lake will be allowed.
  
4. 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.

5. 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.
6. No approval of the plans or permit to build shall be issued by the Board until the person applying for the same shall file proof with the Board of the payment of the applicable Capital Improvement Charge Specified in the General Warranty Deed and Declaration of Covenants filed of record in the Deed Records of the county wherein the herein described property is located by the Waterwood Improvement Association, Inc., covering the lots described in Schedule A hereof.
7. 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 Covenants 2 through 7**

(the balance of Protective Covenants 2 through 7 being unchanged and remaining in full force and effect):

2. 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.

*Protective Covenants 3 through 7 are hereby OMITTED*

**Protective Covenants 8, 26**

**Current Covenants (as amended)**

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, pathways, residences, 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.
  
26. 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.

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.

**2025 Amendments to Protective Covenants 8 and 26**

(the balance of Protective Covenants 8 and 26 being unchanged and remaining in full force and effect):

- 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, 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 ARC. In the event such growth is removed, except as stated above, the ARC 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 ARC 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.
  
- 26. 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.

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

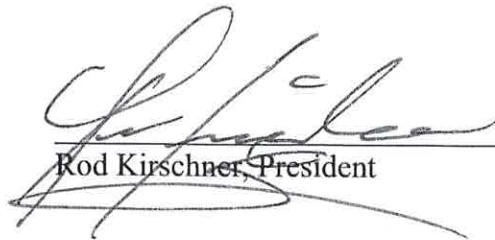
Native growth on an improved lot may be removed without prior approval from the Architectural Review Committee.

New construction: Remove native growth and live tree restriction.

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

**[SIGNATURE AND NOTARY PAGE TO FOLLOW]**

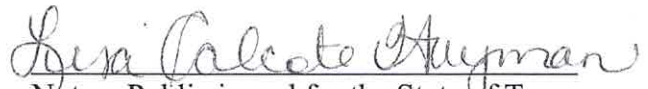
Executed this 30th day of December, 2025, by Rod Kirschner, President of Waterwood Improvement Association, Inc.

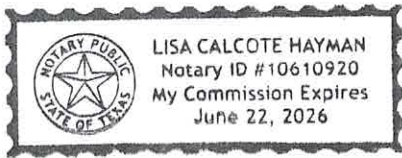
  
Rod Kirschner, President

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 30th day of December, 2025.

  
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: 20257381

Amount 48.00

Receipt Number - 76694

By:  
Kyla Willner

STATE OF TEXAS  
COUNTY OF SAN JACINTO

I, Dawn Wriight 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 Wriight, County Clerk  
San Jacinto County, Texas