



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 Whispering Pines Village I and II, 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 Whispering Pines Village I and II, 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. 20190509, Pages 2681, et. seq. in the Official Public Records of San Jacinto County, Texas titled "2018 Amended Protective Covenants for Whispering Pines Village I and II" ("2018 Amended Restrictions for Whispering Pines Village I and II") 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 Whispering Pines Village I and II,

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 Whispering Pines Village I and II, 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. 20240147, Pages 38273, et seq. in the Official Public Records of San Jacinto County, Texas titled "2019, 2022, and 2023 Amended Protective Covenants for Whispering Pines Village I and II" ("2019, 2022, and 2023 Amended Restrictions for Whispering Pines Village I and II") 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.

WHEREAS, on October 14, 2023, 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.

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 Whispering Pines Village I and II 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. 20240716, Pages 41576, et seq. in the Official Public Records of San Jacinto County, Texas titled "2023 Amended Protective Covenants for Whispering Pines Villages 1 and 2" ("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.

WHEREAS, on October 12, 2024, 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.

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 Whispering Pines Village I and II by a majority vote of the Members of the Association, recorded an instrument on October 28, 2024 under the San Jacinto County Clerk's File No. 20245881, Pages 69106, et seq. in the Official Public Records of San Jacinto County, Texas titled "2023 [sic] Amended Protective Covenants for Whispering Pines Villages 1 and 2" ("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.

and

WHEREAS, on October 30, 2024, the Association recorded that certain “Corrected 2024 Amended Protective Covenants for Whispering Pines Villages 1 and 2 recorded under the San Jacinto County Clerk’s File No. 20245919, Pages 69223, et seq. in the Official Public Records of San Jacinto County, Texas, to correct a typographical error in the 2024 Amended Restrictions.

**2025 Amended Protective Covenants For  
Whispering Pines Village I and II**

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 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 the 2025 Amendments to the Protective Covenants of Whispering Pines Village I and II 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 Covenant 8, 27**

**Current Covenant**

- 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 with 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.

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 Covenant 8, 27**

(The balance of Protective Covenant 8, 27 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, 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 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 with 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.

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.

### **Protective Covenant 9**

#### **Current Covenant**

9. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured from the natural grade at the highest elevation beneath the structure to the highest point of the roof or any projection. The Board may grant a waiver of this requirement in the event that rigid adherence to this requirement would work undue hardship on the owner. The living area measured to the outside walls of the principal dwelling shall not be less than eleven hundred (1100) square feet; should the dwelling be more than one (1) story in height the ground floor living area of such dwelling shall not be less than eight hundred (800) square feet. The Board may permit a variance from the minimum square footage requirement. The Board shall have the authority to set up regulations as to height, design and material content of any walls and fences enclosing the yards or patios.

#### **2025 Amendments to Protective Covenant 9**

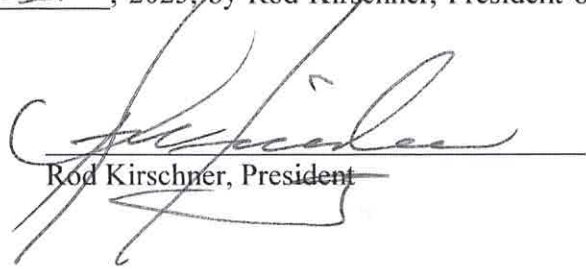
(The balance of Protective Covenant 9 being unchanged and remaining in full force and effect):

9. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured from the natural grade at the highest elevation beneath the structure to the highest point of the roof or any projection. The Board may grant a waiver of this requirement in the event that rigid adherence to this requirement would work undue hardship on the owner. The living area measured to the outside walls of the principal dwelling shall not be less than eleven hundred (1100) square feet; should the dwelling be more than one (1) story in height the ground floor living area of such dwelling shall not be less than eight hundred (800) square feet. The Board

may permit a variance from the minimum square footage requirement. The Board shall have the authority to set up regulations as to height, design and material content of any walls and fences enclosing the yards or patios.

Any residential property within Whispering Pines Villages 1 and 2 in which the rear lot line borders Waterwood Parkway must have a standardized back fence consistent in appearance with Lots bordering the same. This fence must be constructed to the standards as defined in the architectural guidelines passed by the Architectural Review Committee. Such a fence must be built on the Lot upon which the primary residence is located, as well as all other lots legally combined with and contiguous with such Lot. This fence must be located at the property line bordering Waterwood Parkway and must be constructed at the same time as construction of the residential dwelling. This requirement applies to newly constructed fences as well as replacement fences.

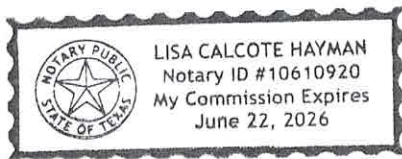
Executed this 30<sup>th</sup> day of December, 2025, by Rod Kirschner, President of Waterwood Improvement Association, Inc.


  
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 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.



  
Notary Public in and for the State of Texas

20257393

18635

Filed for Record in:  
San Jacinto County

On: Dec 30, 2025 at 11:58A

As a  
Recording

Document Number: 20257393

Amount 52.00

Receipt Number - 76694

By:  
Kyla Willner

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