

**AMENDED RESTRICTIVE COVENANTS FOR LAKE WATER WHEEL ESTATES****7 July 2015**

The following are Amended Restrictive Covenants for Lake Water Wheel Estates adopted pursuant to Article 22 of the Restrictive Covenants for San Jacinto County Property Corporation files for record in instruments recorded in Volume 94, page 323 and in Volume 98, page 56, both of the Deed Records of San Jacinto County, Texas.

These Restrictive Covenants, as hereby amended, have been hereby adopted and impressed upon the following described premises of San Jacinto County, Texas, to-wit:

Tract One: All lots in Section One (1), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to the map and plat thereof of record in Volume 96, page 191, of the Deed Records of San Jacinto County, Texas, and revised by plat of record in Volume 128, page 291, of the Deed Records of San Jacinto County, Texas.

Tract Two: All lots in Section Two (2), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to the map and plat thereof of record in Volume 96, page 191, of the Deed Records of San Jacinto County, Texas.

Tract Three: All lots in Section Three (3), Lake Water Wheel Estates, according to the map and plat thereof of record in Volume 96, page 193, of the Deed Records of San Jacinto County, Texas, and revised by plat of record in Volume 128, page 293, of the Deed Records of San Jacinto County, Texas.

Tract Four: All lots in Section Four (4), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to the map and plat thereof of record in Volume 128, page 293, of the Deed Records of San Jacinto County, Texas.

Tract Five: All lots in Section Five (5), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to the map and plat thereof of record in Volume 129, page 530, of the Deed Records of San Jacinto County, Texas.

Tract Six: All lots in Section Six (6), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to the map or plat thereof of record in Volume 130, page 174, of the Deed Records of San Jacinto County, Texas.

Tract Seven: All of the proposed Section Seven (7), Lake Water Wheel Estates, a subdivision in San Jacinto County, Texas, according to unrecorded plat thereof as shown on the plat of said area prepared by Lee A. Coburn, Professional Engineer.

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Tract Eight: All lots in Lake Water Wheels Airstrip Section One (1), a subdivision in San Jacinto County, Texas, according to the map and plat thereof of record in Volume 6, page 9, of the Plat Records of San Jacinto County, Texas.

Tract Nine: 47 1/2 acres of land described in deed of trust files for record in the office of the County Clerk of San Jacinto County, Texas, on October 20, 1970 under Clerk's File No. 2213.

Tract Ten: There is hereby dedicated for parking and storage of recreational vehicles and/or such other purposes as the Property Owners Association may from time to time determine, a five acre plat described in Exhibit "A" hereto annexed. Development of this tract is at the discretion of the Board of Directors.

The following declarations, reservations, covenants, conditions and easements shall apply uniformly to the use, improvement, occupancy and conveyance of all lots in the above described subdivisions including the dedicated roads, avenues, streets, and waterways therein; and each contract of deed which may have been heretofore executed or which may be hereafter executed with regard to any lots on the above described subdivisions shall conclusively be held to have been executed with regard to any of the lots in the above described subdivisions shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract, deed or other instrument. These Restrictive Covenants shall likewise apply to all additional subdivisions in San Jacinto County, Texas developed by Lake Water Wheels, LDT, its successors and assigns herein called "Developer" and expressly made subject to these Restrictive Covenants by such Developer. Until and unless made subject to these Restrictive Covenants by Developer, all property not included in the above description of properties are hereby released from all restrictive covenants previously imposed by instruments recorded in Volume 94, page 323 and Volume 98, page 56 of the Deed Records of San Jacinto County, Texas to which reference is here made for all purposes.

## AMENDED RESTRICTIVE COVENANTS FOR LAKE WATER WHEEL ESTATES

### ARTICLE 1: USE

1.1 None of the lots or the improvements thereon shall be used for any purpose other than single family, private residential purposes. Except as herein provided, no building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house or other multi-family dwelling shall be erected, placed, permitted or maintained on such premises or any part thereof. Anything contained in this paragraph to the contrary notwithstanding, the Property Owners Association (hereafter referred to as the "POA") reserves the right to designate one or more lots for use or service of utilities and to erect or maintain thereon equipment and/or buildings that shall be appropriate for such purposes.

### ARTICLE 2: CONSTRUCTION REQUIREMENTS

2.1 Each private dwelling house erected upon any such lot shall be constructed of brick veneer and/or cedar shakes, redwood siding, hardy plank siding or other materials approved by the Architectural Control Committee, hereafter referred to as the "ACC" (see Article 22).

2.2 Each private dwelling house must contain not less than 1200 square feet of floor space, and all plans and specifications must be submitted to and approved by the ACC before commencement of the construction. Approval or refusal of such plans and specifications shall be made by such ACC within ten (10) days following submission of same.

2.3 No structure shall be located on any lot nearer than fifteen (15) feet to any front lot line, nor nearer than five (5) feet to any side street lot line, nor nearer than five (5) feet to any interior lot line. An exception to the front lot line requirement is that any structure on a hangar lot shall be set back a minimum of fifty (50) feet from the front property line. All residential structures must face the front property line of the lot upon which same is erected. However, property owners intending to build an aircraft hangar may request that the ACC grant an exemption from the requirement to have the front of the hangar face the front property line.

2.4 Hangar structures may only be built on "airstrip lots", which are designated by the ACC and must be located in the immediate vicinity of the airstrip.

2.5 Airstrip lots must be used for aviation related activities; for example, a home cannot be built on a hangar lot unless a hangar is also built. Building a hangar, in and of itself, does not constitute an "aviation related activity" unless an airplane or airplane related project is included within the hangar.

2.6 On all empty airstrip lots, home or hangar construction must be commenced within two years of closing on the lot. However, if a home is constructed first, then the property owner has two years after completion of the home before he must begin construction on a hangar. Failure to begin construction within two years will incur an increase in monthly maintenance fees to five times the normal monthly maintenance rate. The escalated fee shall continue each month until construction begins on the hangar lot. If the property owner fails to pay the increased fee, the BOD shall file a lien on the property.

#### ARTICLE 3: APPROVAL OF PLANS

3.1 All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot and the proposed location thereof upon any lot and changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, roads, driveway or other structure upon any lot in such premises shall require the approval in writing of the Architectural Control Committee (ACC). Before beginning the construction upon any road, driveway, building, fence, wall or other structure upon any lot, the person or persons designated to erect, construct or modify the same shall submit to the ACC two (2) complete sets of plans showing the location, course and width of same or two (2) complete sets of building plans and specifications for the building, fence, wall or other structure as is applicable, so desired to be erected, constructed or modified. No structure of any kind shall be erected or constructed upon any such lot until and unless the plans and specifications for same have received written approval of the Architectural Control Committee. Approval of such plans and specifications shall be evidenced by written endorsement of such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective project is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications, as approved, shall be made without the written consent of the ACC. The ACC shall not be responsible for any structural defects in such plans and specifications or in any building or structure according to such plans and specifications. The ACC may waive the set-back provisions as contained in these restrictions (see Article 2.3).

3.2 Any plans submitted by lot owners seeking the approval of the ACC shall include plans for an inside toilet with a septic tank meeting the requirements of the State Health Department, Texas Commission on Environmental Quality (TCEQ) and the Trinity River Authority and shall be subject to the inspection and approval of the health officer of San Jacinto County, Texas. The drainage of septic tanks into a road, street, ground surface area, alley or other public ditch, either directly or indirectly is strictly prohibited. No privies or outside toilet facilities shall be permitted on any lot. In all residences the sewage disposal system shall be a type approved or recommended by the state or local departments of health and shall be maintained by the lot owner at all times in a proper sanitary condition in accordance with applicable state and county sanitary laws.

3.3 All plumbing and drainage must be connected to water tight septic tanks of approved construction. No sewer line, septic tank, grease trap or field lines shall be installed closer than ten (10) feet to any interior property lines. No sewage disposal system may be constructed or maintained on any lot unless a permit is first obtained from San Jacinto County.

**ARTICLE 4: OCCUPATION AND COMPLETION**

4.1 No private dwelling house erected upon a property owner's lot shall be occupied at any time prior to its being fully completed as herein required. No residence shall be occupied in any manner until such residence complies with the approved plans and specifications and the requirements, covenants, conditions, reservations and restrictions set forth in this document. All construction shall be completed within twelve (12) months from the commencement date, however, the BOD may extend the time limit when conditions warrant an extension. In the event any home is not fully completed within 12 months following commencement of construction, the ACC shall have the right and authority to enter upon such premises and disassemble such structure and stack same on premises. In such event, neither the ACC nor the POA shall be liable in trespass or otherwise.

**ARTICLE 5: LOT AREA**

5.1 No lot shall be sub-divided without the specific approval of the Architectural Control Committee, and only one single family residence may be erected, placed or permitted to remain on any lot.

**ARTICLE 6: UTILITY LINES AND EASEMENTS**

6.1 All lots comprising the Lake Water Wheel Estates subdivisions are subject to those easements and rights-of way established by grant or agreement between the Developer/POA, as sub-divider, and those utility companies furnishing, among other services, the electric, telephone, water, sewer, and T.V. cable, when and if such utilities are available.

**ARTICLE 7: NUISANCES**

7.1 No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of any property or thing which will cause such lot to appear in an unclean or an untidy condition or that will be obnoxious to the eye. No substance, thing or material will be kept on any lot which will emit foul or obnoxious odors or that will cause noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

7.2 All garbage and refuse must be kept in closed containers. No garbage collection is provided in Lake Water Wheel. Property owners must dispose of their garbage at a properly designated dump outside of the community. Property owners are prohibited from placing household garbage in picnic garbage cans and/or Property Owners Association trash cans or dumpsters located in the subdivision.

7.3 No burning of garbage is permitted. Burning of trees and yard debris is permitted on private lots. Property Owners Association workers may burn trees and yard debris on common property, but property owners are not permitted to burn anything on common area property.

7.4 No lot shall be permitted to be over grown with weeds and grass and shall be cut and maintained in an attractive manner. The POA may choose to cut certain lots for the enhancement of the community, but are not obligated to cut any private lots. Property owners are responsible for cutting their own lots.

7.5 All private property/equipment (such as trailers, tractors, boats, lawn mowers, golf carts, horse trailers, children's toys, etc.), shall be kept in garages/carports, or behind each residence so as to be out of sight from the street.

7.6 Should the POA determine that a lot is not being maintained in accordance with this section on nuisances, the POA may, without liability to the lot owner or occupant in trespass or otherwise, enter upon said lot for the purpose of cutting or causing to be cut, any weeds and grass and remove or cause to be removed any garbage, trash, rubbish, or similar unsightly objects so as to place said lot in a neat, attractive, healthful and sanitary condition, such cost to be borne by the owner or occupant of such lot. Such owner or occupant agrees to pay to the POA the costs incurred in such cutting or rubbish removal.

#### ARTICLE 8: LIVESTOCK AND ANIMALS

Section 8.1: No horses, cattle, hogs or pigs, chickens, ducks, geese, goats, rabbits, sheep or other animals are allowed to be kept in subdivision sections. Dogs, cats and other domestic house pets must be kept under control so as not to cause a nuisance to other lot owners. Pets roaming the neighborhood are not permitted; County Animal Control will be called to pick up roaming pets. No vicious animals which could cause harm to human beings, property or other pets shall be allowed.

Section 8.2: 4H projects may be approved by the BOD on a limited basis. Projects will be approved on a case by case basis. Requests for 4H projects must be submitted to the BOD at least six weeks in advance of the start of the project to ensure the BOD has time to meet and discuss the project.

Section 8.3: The livestock requirement as outlined in Article 8 of the Amended Restrictive Covenants shall be waived for section 7 of Lake Water Wheel Estates, This shall be a conditional waiver, based on the condition that the present or future owners do not develop the property with more than one single family dwelling. The current or future owners may however sell lots to existing Lake Water Wheel property owners of Airstrip, Sections 4 and 5 lots whose property touches or adjoins section 7. Any property owner purchasing additional property in section 7 shall be exempted from the livestock restrictions in section 7 only. This waiver shall exist only for Section 7 of Lake Water Wheel Estates. Any livestock must be kept only on Section 7 Property. Livestock or large animals shall be restricted to no more than 1 animal per acre of land that lays solely in Section 7. Should the present owners, or their heirs or devisees, in the future, sell any or all of section 7, any sale and proposed use must be approved by the Lake Water Wheel Property Owners Association.

#### ARTICLE 9: WATER SYSTEM

9.1 The Lake Water Wheel community (hereafter referred to as "LWW") has a system for furnishing water to residences and lot owners. If additional sections are developed, water service will be extended in keeping with the demand and capabilities of the system.

9.2 The LWW Water Association will provide water service to new houses or sections. This service will require the payment of a tap fee to the POA.

[9.3 regarding new sections have been removed]

9.3 Lot owners may drill their own water wells on their private property providing they shall not extend distribution lines across property lines in order to provide service to other lot owners. The drilling of jointly owned or cooperative wells upon lots in the subdivision is expressly prohibited unless approved in advance by the Board of Directors of the POA.

9.4 The LWW Water Association will provide water to residence and recreational users. LWW water fees are subject to any restrictions on rates established by the Texas Commission on Environmental Quality (TCEQ). These prices are subject to change upon thirty (30) days' notice, and notice of change of rates, as well as current water rates, are available at the POA.

9.5 A water meter system is installed at LWW. Water meters are the property of the LWW Water Association. Access to the meter cannot be denied by the property owner. Meters will be installed by the LWW Water Association for any lot owner requesting a meter. The installation charge for a water meter is set by the LWW Water Association.

9.6 A 2007 Texas law requires that all new buildings install a backflow prevention device in the water line that supplies the structure. The installation must then be inspected by a state approved inspector before the building may be occupied. LWW will install the device for the property owner; the fee for the device and the inspection fee must be paid for when the building plans are submitted to the Architectural Control Committee. Building plans will not be approved until the fees are paid.

9.7 Should any charges for water not be paid within thirty (30) days after the due date, the LWW Water Association shall have the right to discontinue water service until such charge is paid, and to collect a reasonable charge for reconnection of water service.

#### ARTICLE 10: CAMPING AND TRAILERS

10.1 No house trailers or mobile homes are permitted on any lot at any time.

10.2 No tent, campsite, camper or recreation vehicle shall be permitted on any undeveloped lot for more than 3 days without permission in writing from the POA. Should any camper or recreational vehicle remain beyond the limit without such permission, the POA shall have the right to remove and

store same and to make a charge for any such towing or storage fee, and the Property Owners Association shall have no liability by reason of such removal and storage.

10.3 Each lot owner using a recreation vehicle, camping trailer or other facility equipped with a self-contained sewage holding tank may install a sewage disposal facility on their property for hook-up during visits, or may use the facility provided by the POA. No storage shed or tool house may be used for camping or as a temporary residence and if so used for camping or as a temporary residence, the POA may remove, stack and store same without liability to the POA thereof by reason of trespass or otherwise.

#### ARTICLE 11: COMMON FACILITIES

11.1 There shall be no camping in the park areas at any time; all camping shall be on private lots.

11.2 No personal property shall be left on common area property at any time.

11.3 The Property Owners Association shall have the right and power to promulgate and enforce rules and regulations for use of all recreational and/or common facilities located on the premises.

11.4 The Property Owners Association shall also have the right to sell or lease common area property, however, no common area property will be permitted to be sold or leased unless the proceeds are used exclusively for improvements to the Lake Water Wheel community. Such improvements shall include, but are not be limited to, capital improvements such as swimming pool repair, repairing or paving roads, dredging, repairing and/or restocking the lake(s), building common area facilities and purchasing equipment for use by the Property Owners Association. The Board of Directors of the POA will determine the validity of any sale or lease of common area property, and at least 80% of all members of the Board of Directors must vote in favor of any motion to sell or lease common area property.

#### ARTICLE 12: SIGNS

12.1 No billboard or advertising sign of any type shall be erected, placed, permitted or maintained on any lot or improvements thereon except as herein expressly permitted. A name and address sign [remove sentence referring to design provided by the ACC] shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Architectural Control Committee only when in its discretion the same is necessary to promote the sale of property and the development of the subdivision area. Nothing herein shall be construed to prevent the POA from erecting, placing or maintaining sign structures and offices as may be deemed necessary for the sale of lots or the operation of the subdivision.

12.2 All "For Sale" signs must be approved by the ACC prior to placement on any lot.



12.3 The POA shall have the right to remove any sign, advertisement, billboard or structure which is placed on any lot without the prior approval of the Architectural Control Committee and in so doing shall not be liable and is expressly relieved from any liability for trespass or other tort associated with such removal.

#### ARTICLE 13: MAINTENANCE FUND

13.1 The following provisions, whether incorporated in each deed or not, shall be applicable to all lots in Lake Water Wheel Estates.

13.2 All LWW private lots are subject to a monthly maintenance assessment fee for the purpose of creating and maintaining a fund known as the Lake Water Wheel Estates Maintenance Fund. Refer to the LWW General Rules to find current maintenance fee rates. Such assessments are to be paid by the owners of every lot in the subdivision (no exceptions are permitted), the same to be secured by a Lien on said lots. The assessment is payable on the first day of the month. [Subsequent sentences about the Developer removed]

13.3 Such monthly charges may be adjusted from year to year by the Board of Directors as the needs of the community dictate. The Association may adjust the maintenance fee rates by complying with the following procedure:

1. Notice of a special meeting to amend the maintenance fee rate shall be mailed to each lot owner not less than 10 days prior to the date of such meeting. The notice must include a copy of the proposed adjustment to the maintenance fee rate.
2. The change to the maintenance fee rate shall be adopted by a simple majority vote of the property owners present at the meeting, or by signed proxy.

[Removed requirement for majority vote of all property owners needed to raise mx fees]

13.4 The Lake Water Wheel Maintenance Fund shall to the extent applicable be applied in the payment of maintenance expenses or construction costs incurred for any and all of the following purposes:

- a. Lighting, improving and maintaining the streets, sidewalks, paths, parkways, esplanades, airstrip or swimming pool.
- b. The construction of additional club facilities, ramps, boat landings, boat basins, and other similar recreational facilities on common areas.
- c. The maintenance and improvement of the lake and stocking of same with fish.
- d. Doing any other thing necessary or desirable in the opinion of the Property Owners Association as the case may be to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of Lake Water Wheel Estates.

13.5 Any purchaser of a lot or lots hereunder either by contract of sale or deed, agrees to and consents to and joins in the maintenance assessment, it being understood and agreed that any installation of lighting, parkways, esplanades or a swimming pool or other similar improvements as is

described herein shall be provided out of the funds advanced to the Lake Water Wheel Estates Maintenance Fund.

#### ARTICLE 14: PARKING

14.1 No cars, trailers or other vehicles shall be allowed to park on the streets overnight without the written permission of the Property Owners Association.

14.2 Residents will not park personal vehicles on common area property overnight.

#### ARTICLE 15: ADDITIONS TO THE SUBDIVISION

15.1 The POA has the right to add additional subdivisions to LWW. All owners of lots in future subdivisions which are contiguous, adjacent or in proximity to the LWW property covered by these restrictions shall be subject to all the rules and regulations of the LWW community and shall have the privilege of using all of the recreational facilities and the streets, roads , airstrip, lake, pavilion and other facilities.

#### ARTICLE 16: RESTRICTED TO MEMBERS

16.1 The occupancy or use of streets, lots and reserved areas of LWW as may be designated by the POA shall be solely for use of members in LWW or house guests of such members.

16.2 The POA may use all necessary and reasonable means in denying to the public-at-large the use of these facilities, all such action taken by the POA to be for the benefit of the owners of lots within LWW.

#### ARTICLE 17: COVENANTS RUNNING WITH THE LAND

17.1 These Covenants and Restrictions are to run with the land and shall be binding upon all parties and all persons owning property in LWW. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain such violation or contemplated violation or to recover damages. Such enforcement may be taken by the then owner of any lot in LWW and/or the POA, as the case may be.

#### ARTICLE 18: BREACH OF COVENANTS

18.1 Provided that a breach of any of the Restrictive Covenants, shall cause the POA to employ counsel to enforce any of the Restrictive Covenants, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owners of such lot or lots and the POA shall have a lien upon such lot or lots to secure payment of all such accounts.

18.2 You may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app Section 501 et seq), if the owner is serving on active military duty.

#### ARTICLE 19: SUBORDINATION TO LIENS

19.1 The breach of any of the foregoing Restrictive Covenants, or any failure to pay maintenance fees, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in LWW, but these Restrictive Covenants shall be binding upon and effective against any owner whose title or whose Grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

#### ARTICLE 20: WAIVER

20.1 It is provided that no delay or omission on the part of the POA or on the part of owners of lots in the subdivision in exercising any breach of the Restrictive Covenants shall be construed as a waiver thereof or acquiescence therein and no failure to bring any action on account of any breach of these Restrictive Covenants or for imposing restrictions herein which may be enforceable by the POA or others shall be deemed as any such waiver or acquiescence therein.

20.2 Provided further that in the event that any one or more of the Restrictive Covenants shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Restrictive Covenants not so declared to be void but all of the remaining Restrictive Covenants not so expressly held to be void shall continue unimpaired and in full force and effect.

20.3 Provided further that in the event that provisions hereunder are declared void for any reason by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the state of Texas.

#### ARTICLE 21: OIL AND GAS EXPLORATION

21.1 In all events, no derrick or other structure designated for use in drilling for oil or natural gas shall be erected, placed or permitted upon any part of the subdivision, nor shall any oil, natural gas, petroleum or hydrocarbon product or minerals of any kind be produced or extracted from locations comprising part of this subdivision.

#### ARTICLE 22: ARCHITECTURAL CONTROL COMMITTEE

22.1 The POA shall have the right to appoint and designate an Architectural Control Committee (ACC). The ACC shall be made up of a Chairman (appointed by the BOD) and any other two BOD members.

Approval of architectural plans must be signed the chairman of the ACC, and any two other members of the Board of Directors.

#### ARTICLE 23: PROPERTY OWNERS ASSOCIATION

23.1 The Lake Water Wheel Property Owners Association shall consist of each owner of a lot or lots in Lake Water Wheel Estates, expressly including any additional subdivisions hereafter developed as part of Lake Water Wheel Estates.

- ✓ 23.2 A member (a married couple shall be considered a single member) of the POA shall be entitled to one (1) vote in all POA elections, regardless of the number of lots owned.

#### Article 24: AMENDMENT OF THE RESTRICTIVE COVENANTS

24.1 These Restrictive Covenants may be amended by members of Lake Water Wheel Estates POA. The amendment procedure is as follows:

1. Notice of a special meeting to amend the Restrictive Covenants shall be conveyed to each lot owner. The method of conveyance may be any of the following:
  1. Mailing a copy of such notice to each member at least 10 days prior to the meeting.
  2. Being posted in a conspicuous common area location at least 72 hours prior to the meeting.
  3. Making a personal delivery thereof at least 72 hours prior to the meeting.
2. The notice must include a copy of the proposed amendment(s) to the Restrictive Covenants.
3. The amendment(s) shall be adopted by a simple majority vote of the lot owners present at the meeting, or by signed proxy.

24.2 Notice of meetings to change the Restrictive Covenants need not be given to the mortgagee holding a mortgage against any lot, and no such mortgagee shall have a right to vote such lot until and unless such mortgage is foreclosed and legal and equitable title to such property vested.

#### ARTICLE 25: DEVELOPER'S SURRENDER OF CONTROL

25.1 The Developer elected to surrender to the Property Owners Association, control over the enforcement of these restrictions, the maintenance fund, operation of the water system, or other authorities herein granted, and the Property Owners Association consented to accept such control, any such acceptance was acknowledged by an instrument executed by the Developer and the duly elected officers of the Property Owners Association and filed for record in the office of the County Clerk of San Jacinto County, Texas and subject to any terms and provisions therein contained, the Property Owners Association has all authority previously granted to the Developer.

## ARTICLE 26: LIEN

26.1 The payment of the maintenance charge hereby imposed, and all charges for water, cleaning of lots, or other violations of the Restrictive Covenants, shall be secured by a Vendor's Lien which is hereby placed and imposed against each and every lot or tract in this subdivision which is subject to such charge, and all such charges so incurred shall likewise be secured by a lien against the property, but that any such lien shall be subordinate to mortgage or Deed of Trust Liens as provided above in Article 19.

## ARTICLE 27: ADOPTION

27.1 The above and foregoing Amended Restrictive Covenants of the Lake Water Wheel Estates was adopted at a meeting duly called and convened at Lake Water Wheel Estates, San Jacinto County, Texas on 7 July 2015, by the majority of the lot owners in attendance or by proxy and pursuant to the provisions of Article 24 of the Restrictive Covenants filed for the record in the Office of the County Clerk of San Jacinto County, Texas, in Volume 94, Page 323 and Volume 98, Page 56, both of the Deed of Records of San Jacinto County, Texas, and ratified by a majority of the lot owners in attendance or by proxy, as set forth below.

Executed in multiple counter parts deemed to constitute one original document this the 7th day of July 2015.

Lake Water Wheels, LTD

By: Robert Alexander

Robert Alexander

President

Lake Water Wheel Property Owners Association

LWW Board of Directors:

President: Robert Alexander

Vice-President: Neils Wolfhagen

Sec -Treasurer: Deborah Moore

Board Member: Billy Dove

Board Member: Garry Moore

Board Member: Neils Wolfhagen

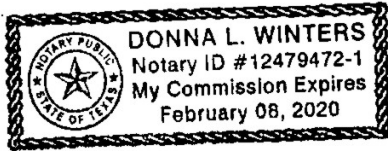
Board Member: Coleman Wood

LAKE WATER WHEEL PROPERTY OWNERS  
ASSOCIATION,  
a Texas nonprofit corporation

Robert Alexander  
BY: Robert Alexander  
LWWPOA: President

THE STATE OF TEXAS           §  
COUNTY OF SAN JACINTO   §

This instrument was acknowledged before me on the 8 day of April, 2017, by Robert Alexander, President of Lake Water Wheel Property Owners Association, a Texas nonprofit corporation.



Donna L. Winters  
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Lake Water Wheel POA  
77 Community Drive  
Shepherd, Texas 77371

14170

20172903

Filed for Record in:  
San Jacinto County

On: May 24, 2017 at 02:18P

As a  
Recording

Document Number: 20172903

Amount 73.00

Receipt Number - 18523

By  
Amanda Fisher

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

May 24, 2017

Dawn Wright, County Clerk  
San Jacinto County, Texas