

Proposed Changes to By-Laws, Deed Restrictions Common to all Subdivisions, and General Warranty Deed

By-Laws:

<http://waterwoodwia.com/Governance/Bylaws2013.pdf>

By-Laws page 4 Article IV Paragraph 1

Remove from line 4: providing the annual charges levied on the lot or living unit through the previous year have been paid.

ARTICLE IV – VOTING RIGHTS

1. Members shall be entitled to one (1) vote for each lot or living unit in which they hold the interest required for membership by Article III. Section 1, as shown by the records of the Association as of the sixtieth day prior to the date of the next membership meeting, providing the annual charges levied on the lot or living unit through the previous year have been paid. Subject to any provisions of the Texas Property Code providing otherwise, including but not limited to Section 209.0059 When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such lot or living unit. Provided, however, that regardless of the number of lots any member may own, such member shall not after the date payments on assessments are to commence, be eligible to cast a number of votes in excess of ten (10) votes.

Change last line to read:

Regardless of the number of lots any member may own, no member is eligible to cast more than one vote.

Waterwood Deed Restrictions Common to all Subdivisions:

B. General Rules, Regulations, and Requirements.

General use and maintenance requirements for lots and structures are as follows:

REMOVE items in red:

1. Native Growth Removal on an Unimproved Lot.
 - a. A key aspect to maintaining the natural beauty of Waterwood is to preserve the forest environment of a lot prior to the commencement of construction for a dwelling. To this end, the integrity of native growth on an unimproved lot (a lot without a dwelling) shall be maintained until a Permit to Build for a dwelling or other major structure has been issued by the ACB. Native growth is defined as all

naturally occurring live botanical growth that is present on a lot including all species of trees, plants, shrubs, grasses, and vines.

- b. Within the constraint of maintaining the native growth integrity on a lot, **and with prior ACB approval**, the native growth on an unimproved lot may be prudently and selectively trimmed and pruned, and where appropriate removed, in order to provide an improved and healthier environment for the remaining native growth, and to allow the lot owner to "open up" the native growth to enhance visibility and access within the lot. Clear cutting, removal, or destruction of most or all native growth, or selected species on a lot is prohibited. **The ACB can provide guidance and examples of selective and prudent native growth pruning and removal. To prevent damage to the native growth, any selective trimming or removal of native growth shall be accomplished using hand-operated tools. Without prior ACB approval, the use of heavy machinery on a lot prior to the issuance of a Permit to Build is prohibited.**
- c. A Permit to Build issued by the ACB is required before any native growth (beyond what was approved for removal in B.1.b above) may be cut down within the footprint of a proposed dwelling or other structure.
- d. Dead native growth may be removed from a lot without ACB approval.

2. ~~Native Growth Removal on an Improved Lot.~~

~~a. On an improved lot (a lot with a dwelling), ACB approval is required before any of the following activities take place:~~

- ~~1. A contiguous area of native growth greater than five hundred (500) square feet is cut down, removed, or otherwise destroyed.~~**
- ~~2. A live Dogwood, Hawthorn, Longleaf Pine, American Holly, Fringe, Cherry, Red Bud, or Magnolia tree of any size is cut down or otherwise destroyed. The WIA Executive Director can provide guidance and assistance for identifying these tree species.~~**
- ~~3. A live tree not listed in B.2.a.2 above that is greater than or equal to four (4) inches in diameter, measured one (1) foot up from the ground, is cut down or otherwise destroyed.~~**

10. Signs. Except as provided below, no signs of any kind or for any purpose including billboards, posters, pennants, advertising or promotional devices of any kind, or signs that are lighted or flash shall be erected or displayed to the public view on any lot. Except for a security sign as noted below, signs that are permitted shall not exceed two by two (2 x 2) feet in size. All signs shall be supported on their own standards. No sign of any kind shall be nailed, spiked, or otherwise attached to trees, utility poles, street signs, fences, walls, buildings, other structures, or placed upon community properties or roadway shoulders. The ACB may issue variances to this sign policy as it may deem necessary. The only signs permitted on a lot are as follows:

- a. For Sale, Lease or Rent Signs. One (1) sign advertising a lot or property for sale, lease, or rent is permitted along each street bounding such lot. Signs shall be removed promptly once the lot or property is sold, leased, or rented.

ADD: One (1) sign advertising a property for sale, lease, or rent is permitted to face the lake and / or golf course for those properties which border same.

13. Businesses on Residential Lots. No commercial business or professional service shall be conducted on any lot, and buildings or structures shall not be adapted for business or professional purposes.

Change to:

No trade or business may be conducted from any home or lot except:

a) business activity does not involve visitation to the home or lot by clients, customers, suppliers or other business invitees.

b) business activity must be consistent with the residential character of the property and does not constitute a nuisance, a hazard or offensive use.

14. Property Rental. No room or rooms in any dwelling or other building on a lot shall be rented or leased to others by the owner or his/her agent, unless the entire property is rented or leased.

ADD: Owners shall submit a "tenant registration form" to WIA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no more than 30 days after executing or extending a lease.

15. Garage or Yard Sales. Garage or yard sales on any residential lot are prohibited.

ADD: Upon the death of a homeowner, estate sales will be allowed.

16. Vehicle, Boat, or Trailer Storage. No mobile home, commercial-type truck or other equipment shall be stored, kept, or placed on any lot or street. Except as provided in B.18 below, no recreational vehicle, motor home, trailer of any kind, tractor or similar equipment, camper, boat, all-terrain vehicle (ATV), golf cart, or personal water craft (PWC) shall be stored or kept on any lot or street except in a carport, garage, or in an ACB approved storage area screened from view from streets, adjoining lots, golf course, and lake. Wrecked, disabled, unlicensed, unregistered, or un-inspected motor vehicles or trailers shall not be stored, kept, or placed on any lot or street.

17. Motor Vehicle or Boat Repair. Motor vehicles or boats shall not be repaired, reconstructed, or modified on any lot or street. Minor motor vehicle or boat maintenance activities may be conducted on a lot provided said activities: a) do not become a nuisance; b) are not unsightly; and c) are completed in a timely manner.

18. Vehicle Parking. To facilitate efficient passage of emergency or other vehicles on a street, vehicles should be parked on a driveway or in a carport or garage. No vehicles of any kind shall be parked, kept, or stored on landscaped or unimproved lot surfaces.

On an infrequent basis, a recreational vehicle, motor home, boat, PWC, or utility trailer may be temporarily parked on the driveway of a lot or adjoining street for up to four (4) consecutive days.

ADD: Boats may be parked on a driveway or side / back yard from May 1 through September 30.

23. Satellite Dishes and Other Antennas. **REMOVE items in red:**

~~A satellite dish shall be located or mounted so that it is as unobtrusive as possible when viewed from a street.~~ The satellite dish and supporting mounting structure shall not be placed on an easement, right of way, or community property. ~~No exterior tower or antenna, except for a satellite dish, shall be installed or maintained on any lot without prior written approval from the ACB.~~

C. New Construction, Remodeling and Landscaping.

1.b. Lot preparation, landscaping or other improvements: **REMOVE item in red**

1. Unimproved lot preparation for construction including live tree and other native growth removal or destruction per B.1 above and C.9.b.1 below.
2. Land topography changes including adding or removing significant amounts of soil, creating ditches or berms, or changing land contour or grade
3. Major landscaping (covering an area greater than 500 square feet) including plant, shrub, turf or sod, or tree plantings
- ~~4. Removal or destruction of live trees or other native growth from an improved lot per B.2 above.~~

C.9.b.8. New Construction, Remodeling and Landscaping

Construction Requirements, General Lot Improvement Requirements, Roofing Material

All roofing materials shall be naturally fire retardant or treated to be fire retardant.

ADD: Solar Panels and geothermal rooftop units are acceptable

General Warranty Deed

http://waterwoodwia.com/Governance/General_Warranty_Deed.pdf

General Warranty Deed 2.12 REMOVE the requirement that WIA is to put utilities on an unimproved property once the dues have been paid on said property for ten years

General Warranty Deed 2.2 REMOVE from each sentence where mentioned “and delinquent on March 31 of the following calendar year”.

General Warranty Deed 2.5. REMOVE lined through item.

If the Annual Charge is not paid by ~~March 31 immediately following the~~ December 31 on which it becomes due, such Annual Charge shall automatically (without notice) become delinquent.