

FIFTH AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
LAGO MAR

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, MREC LT LAGO MAR OPERATING LLC, a Delaware limited liability company ("**Developer**"), caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lago Mar" to be filed in the Official Public Records of Real Property of Galveston County, Texas, on July 11, 2016 under Clerk's File No. 2016041656 (the "**Declaration**"), which Declaration imposes various covenants, conditions, restrictions, and easements on the Subdivision (as defined in the Declaration); and

WHEREAS, additional land was previously annexed to the Subdivision and made subject to the provisions of the Declaration and the jurisdiction of Property Owners Association of Lago Mar (the "**Association**") by Supplemental Declarations duly recorded in the Official Public Records of Real Property of Galveston County, Texas; and

WHEREAS, Article X, Section 10.1, of the Declaration provides that, for a period of twenty (20) years after the date the Declaration is recorded, the Declaration may be amended by Developer without the joinder or consent of any other party so long as the amendment to the Declaration is not materially inconsistent with the residential character of the Subdivision; and

WHEREAS, the Declaration was previously amended by Developer by instruments entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar", "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar", "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar" and "Fourth Amendment to Declaration of Covenants,

Conditions and Restrictions for Lago Mar” recorded in the Official Public Records of Real Property of Galveston County, Texas under Clerk’s File Nos. 2016075218, 2017015995, 2017044016 and 2018006132, respectively; and

WHEREAS, Developer desires to further amend the Declaration in a manner that is not materially inconsistent with the residential character of the Subdivision.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article III, Section 3.3, of the Declaration, entitled “**Temporary Structures**”, is amended to read as follows:

SECTION 3.3. TEMPORARY STRUCTURES. No structure of a temporary character, with the exception of one (1) storage building and one (1) children’s play structure, both of which must be approved in writing by the Committee, may be constructed or placed on a Lot; provided, however, the Developer may place or allow a Builder to place a sales trailer and/or construction trailer on a Lot so long as construction and sales activities continue to be conducted in the Subdivision.

(a) **Storage Buildings.** If approved in writing by the Committee prior to construction or placement on a Lot, one (1) storage building is permitted on a Lot. A storage building may exceed a height of eight feet (8') measured from grade to the highest point of the structure or one hundred (100) square feet. A storage building must be located in the rear yard of the Lot behind the residential dwelling. Provided that, in no case may a storage building be placed on a utility or drainage easement or within five feet (5') of a side Lot line or ten feet (10') of the rear Lot line. Additionally, no storage building is permitted on a Lot unless the rear yard of the Lot is completely enclosed by approved fencing.

(b) **Children's Play Structures.** For the purposes hereof, a children's play structure means any type of children's swing set, play set, climbing structure, slide, trampoline or play fort. Requests for trampolines

may be submitted and will be reviewed and approved on a case-by-case basis depending on the Lot. No play structure will be approved for construction on a utility or drainage easement or in a manner that causes water to flow onto an adjacent Lot. A play structure may not be located nearer to a side Lot line than five feet (5') or nearer to the rear Lot line than ten feet (10'). In addition, a play structure must be located in the rear yard of a Lot and the rear yard must be completely enclosed by approved fencing. Play structures, playhouses, and fort structures may not exceed a maximum overall height of eleven feet (11'), excluding a canopy, or twelve and one-half feet (12½'), including a canopy, or have an above-ground grade platform that exceeds a height of sixty-two inches (62") above grade. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Play structures must be earth tone or forest tone in color, including all plastic pieces, accents, and canopies.

Restrictions relating to structures on Lake Lots are set forth in Section 2.21.(a) of this Declaration.

This amendment is deemed to be a part of and is to be interpreted in accordance with the Declaration. Except as amended herein, all provisions of the Declaration, as previously amended, are hereby ratified and confirmed and continue in full force and effect.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, Developer has executed this instrument as of the date set forth below, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

Executed on the 10th day of April, 2018.

DEVELOPER:

MREC LT LAGO MAR OPERATING LLC,
a Delaware limited liability company

By: Land Tejas Lago Mar, LLC,
a Texas limited liability company,
as Managing Member

By: Grover Lago Mar, LLC,
a Texas limited liability company,
Co-Manager

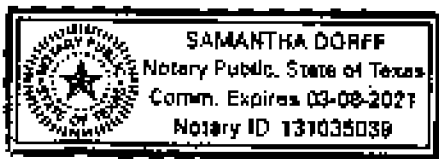
By: 
Gerald A. Turboff, Manager

By: Brende Lago Mar, LLC,
a Texas limited liability company,
Co-Manager

By: 
Al F. Brende, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

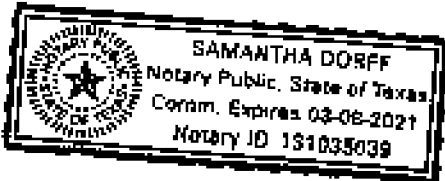
BEFORE ME, the undersigned notary public, on this 10th day of April, 2018 personally appeared Jerald A. Turboff, Manager of Grover Lago Mar, LLC, a Texas limited liability, Co-Manager of Land Tejas Lago Mar, LLC, a Texas limited liability company, as Managing Member of MREC LT Lago Mar Operating LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Samantha Dorff
Notary Public in and for the State of Texas

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 §
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BEFORE ME, the undersigned notary public, on this 10th day of April, 2018 personally appeared Al P. Brende, Manager of Brende Lago Mar, LLC, a Texas limited liability company, Co-Manager of Land Tejas Lago Mar, LLC, a Texas limited liability company, as Managing Member of MREC LT Lago Mar Operating LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Samantha Dorff
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: 2018021607

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 04/12/2018 10:48AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*