

FIRST 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”), is the sole record owner of the real property described by metes and bounds in Exhibit “A” attached to the Declaration (the “Property”); and

WHEREAS, by instrument entitled “Declaration of Covenants, Conditions and Restrictions for Lago Mar” filed in the Official Public Records of Real Property of Galveston County, Texas, under County Clerk’s File No. 2016041656 (the “Declaration”), Developer imposed various covenants, conditions, restrictions, and easements on the Property; and

WHEREAS, Article X, Section 10.1, of the Declaration provides that the Declaration may be amended by Developer without the joinder of any other party as long as the amendment to the Declaration is not materially inconsistent with the residential character of the Property; and

WHEREAS, this amendment is not materially inconsistent with the residential character of the Property.

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

1. The preamble of the Declaration is amended to read as follows:

WITNESSETH:

WHEREAS, Developer is the owner of the following real property
(the “Property”):

Lago Mar, Pod 11, Section Five (5), a subdivision comprised of 18.68 acres of land in Galveston County, Texas, according to the map or plat thereof recorded under File No. 2016044715 of the Map Records of Galveston County, Texas;

and

Lago Mar, Pod 11, Section Six (6), a subdivision comprised of 42.81 acres of land in Galveston County, Texas, according to the map or plat thereof recorded under File No. 2016044714 of the Map Records of Galveston County, Texas.

and

WHEREAS, Developer desires to impose the following covenants, conditions and restrictions on the Property.

NOW THEREFORE, Developer hereby declares that the Property and all Sections of Lago Mar ultimately annexed and subjected to the provisions of the Declaration will be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (as supplemented and amended from time-to-time), which are for the purpose of protecting the value and desirability of, and which constitute covenants running with, the Property, are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and inure to the benefit of each owner thereof and the Association.

2. Article I, Section 1.3, of the Declaration, the definition of "Association Wall", is amended to read as follows:

SECTION 1.3. "Association Wall" means each fence or wall constructed or caused to be constructed by Developer or a Declarant on a Lot, which fence or wall will be maintained by the Association. Association Walls are illustrated in detail in the Design Guidelines. An Association Wall will be located on the following Lots in Lago Mar, Pod 11, Section Five (5) and Lago Mar, Pod 11, Section Six (6):

Lago Mar, Pod 11, Section Five (5):

- All or a portion of the rear Lot lines of Lots One (1) through Thirty-Five (35), inclusive, in Block One (1);
- a portion of the most northeasterly rear Lot line of Lot Thirty-Six (36) in Block One (1);
- a portion of the most easterly side Lot line of Lot One (1) in Block One (1);
- a portion of the most westerly side Lot line of Lot Forty-Seven (47) in Block One (1); and
- ornamental steel fence at a north and south midpoint of the entrance at Weymouth Drive.

Lago Mar, Pod 11, Section Six (6):

- the rear Lot lines of Lots Eleven (11) through Twenty (20), inclusive, in Block One (1) and Lots One (1) through Four (4), inclusive, in Block Three (3);
- a portion of the most northeasterly rear Lot line of Lot Ten (10) in Block One (1);
- a portion of the most southerly side Lot lines of Lot One (1) in Block One (1) and Lot Twenty-One (21) in Block Two (2);
- a portion of the most northerly side Lot line of Lot Twenty-Two (22) in Block Two (2);
- the most westerly side Lot line of Lot Five (5) in Block Three (3); and

- ornamental steel fence along a portion of the western side of Reserve E and at a midpoint north and south of the entrance at Weymouth Drive.

3. Article I, Section 1.13, of the Declaration, the definition of "Gated Section", is amended to read as follows:

SECTION 1.13. "Gated Section" means any subdivision brought within the jurisdiction of the Association that is referred to in the Declaration or a Supplemental Declaration as a "Gated Section." The streets within a Gated Section will be Private Streets. For the purposes of this Declaration Lago Mar, Pod 11, Section Five (5), and Lago Mar, Pod 11, Section Six (6), are Gated Sections.

4. Article I, Section 1.18, of the Declaration, the definition of "Lake Lot", is amended to read as follows:

SECTION 1.18. "Lake Lot" means a Lot which shares any common boundary with a Lake or with a Common Area around the Lake. The following Lots are Lake Lots in:

Lago Mar, Pod 11, Section Five (5): None.

Lago Mar, Pod 11, Section Six (6):

- Lots One (1) through Four (4), inclusive, and Six (6) through Forty-Four (44), inclusive, in Block Two (2).

5. Article I, Section 1.25, of the Declaration, the definition of "Primary Entrance Access Road(s)", is amended to read as follows:

SECTION 1.25. "Primary Entrance Access Road(s)" means, as to Lago Mar, Pod 11, Section Five (5) and Lago Mar, Pod 11, Section Six (6), Lago Mar Boulevard and Weymouth Drive.

6. Article I, Section 1.27, of the Declaration, the definition of "Property", is amended to read as follows:

SECTION 1.27. "Property" means Lago Mar, Pod 11, Section Five (5), comprised of 18.68 acres of land in Galveston County, Texas, according to the map or plat thereof recorded under File No. 2016044715 of the Map Records of Galveston County, Texas; Lago Mar, Pod 11, Section Six (6), a subdivision comprised of 42.81 acres of land in Galveston County, Texas, according to the map or plat thereof recorded under File No. 2016044714 of the Map Records of Galveston County, Texas; and any other real property hereafter annexed and subjected to the provisions of this Declaration and the jurisdiction of the Association, all of such real property being commonly referred to as "Lago Mar".

7. Article I, Section 1.29, of the Declaration, the definition of "Reserve Lot", is amended to read as follows:

SECTION 1.29. "Reserve Lot" means every Lot which shares a common boundary with a Reserve and which is subject to special restrictions set forth in this Declaration. There are no Reserve Lots in Lago Mar, Pod 11, Section Five (5) and Lago Mar, Pod 11, Section Six (6).

8. Article I, Section 1.31, of the Declaration, the definition of "Section", is amended to read as follows:

SECTION 1.31. "Section" means Lago Mar, Pod 11, Section Five (5) and Lago Mar, Pod 11, Section Six (6) and any other subdivision designated as such in a Supplemental Declaration.

9. Article V, Section 5.6, of the Declaration, entitled "Gated Section Assessments", is amended to read as follows:

SECTION 5.6. **GATED SECTION ASSESSMENTS.** Due to the anticipated cost of the operation, maintenance and repair of the limited access gates and Private Streets in Gated Sections, Owners of Lots in Gated Sections (excluding the Developer or a Declarant) must pay an additional assessment to the Association (the “**Gated Section Assessment**”), which Gated Section Assessment is due annually in accordance with Section 5.19 hereof. Until January 1, 2017, the rate of the Gated Section Assessment may not exceed FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) per Lot, per annum. From and after January 1, 2017, the rate of the Gated Section Assessment may be increased each year not more than twenty percent (20%) above the maximum rate of the Gated Section Assessment for the previous year without a vote of the Owners of Lots in the Gated Sections, as provided below. Each year, the Board will estimate the cost of operating, maintaining and repairing the limited access gates and Private Streets in the Gated Sections for the next calendar year and set the amount of the Gated Section Assessment to be levied against each Lot in a Gated Section as deemed necessary, not in excess of the maximum rate as provided in this Section 5.6. The Gated Section Assessment may not be adjusted more than once in a calendar year. The Board of Directors of the Association may, at its discretion, accumulate and assess the increase in a later year. The rate of the Gated Section Assessment may be increased above twenty percent (20%) from one year to the next only upon the approval of at least two-thirds (2/3rds) of the Owners of Lots in the Gated Sections who are present and voting, in person or by proxy, at a meeting of the Owners of Lots in the Gated Sections called for that purpose. The approval of multiple Owners of a Lot in a Gated Section may be reflected by the approval of a single co-Owner. A Builder is obligated to pay a Gated Section Assessment on each Lot owned as set forth in Section 5.13. Notwithstanding the foregoing provisions, until such time that the

limited access gates are operational in all Gated Sections, Owners of Lots in the Gated Sections will be obligated to pay only one-half (1/2) the amount of the Gated Section Assessment established for a particular year by the Board of Directors. The Owners of Lots in the Gated Sections are obligated to pay the full amount of the Gated Section Assessment once the limited access gates in all Gated Sections become operational.

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 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 for the purpose of acknowledging its approval to the amendment of the Declaration, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

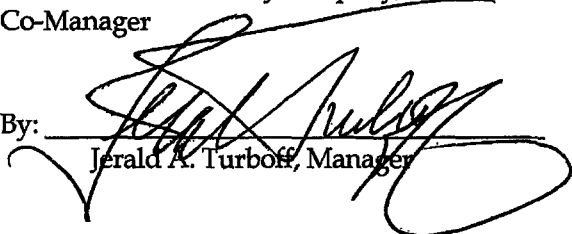
Executed on the 8th day of December, 2016.

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

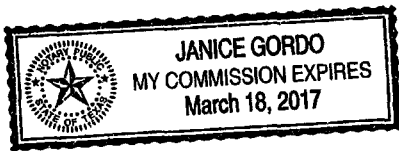
By: 
Jerald A. Turboff, Manager

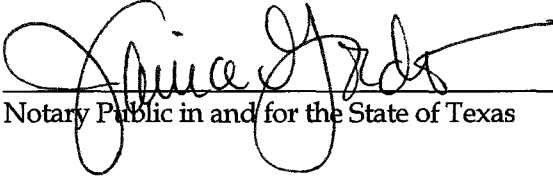
By: Brende Lago Mar, LLC,
a Texas limited liability company,
Co-Manager

By: 
A.P. Brende, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of December 2016 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.

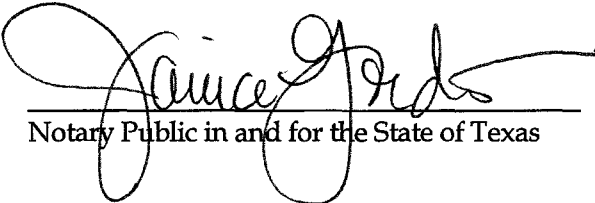



Notary Public in and for the State of Texas

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BEFORE ME, the undersigned notary public, on this 8th day of December 2016 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.




Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: **2016075218**

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: **12/09/2016 3:59PM**

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.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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