

ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
*for*  
LAGO MAR, POD 8, SECTIONS 4 AND 5  
SUBDIVISIONS IN GALVESTON COUNTY, TEXAS

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THE STATE OF TEXAS       §  
  §  
COUNTY OF GALVESTON §

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lago Mar" dated July 11, 2016, and recorded in the Official Public Records of Real Property of Galveston County, Texas, under Clerk's File No. 2016041656 (the "Declaration"), MREC LT Lago Mar Operating, LLC, a Delaware limited liability company ("Developer") subjected all of the property described by metes and bounds in Exhibit "A" attached to the Declaration to the easements, covenants, conditions and restrictions set forth in the Declaration; and

WHEREAS, the Declaration was amended by instrument entitled "First 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 No. 2016075218 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Second 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 No. 2017015995 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Third 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 No. 2017044016 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "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 No. 2018006132 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Fifth 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 No. 2018021607 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Sixth 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 No. 2019012694 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Seventh 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 No. 2020062217 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, Article X, Section 10.2, of the Declaration, entitled "ANNEXATION", provides:

**SECTION 10.2. ANNEXATION.** Additional residential property, commercial property and Common Area may be annexed into the Subdivision and subjected to the provisions of this Declaration and the jurisdiction of the Association with consent of the Association or the Developer; approval by the members is not required. During the Developer Control Period, land may also be deannexed by the Developer, without the consent of members.

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, Developer has the authority to amend the Declaration or any Supplemental Declaration, without the joinder or consent of any

other party, as long as the amendment is consistent with the residential character of the Property; and

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein (such real property being referred to herein as "**Lago Mar, Pod 8, Sections 4 and 5**"); and

WHEREAS, Developer desires to annex Lago Mar, Pod 8, Sections 4 and 5 to the provisions of the Declaration and the jurisdiction of Property Owners Association of Lago Mar (the "**Association**") pursuant to Article X, Section 10.2, of the Declaration, and at the same time amend certain provisions in the Declaration.

NOW, THEREFORE, Lago Mar, Pod 8, Sections 4 and 5, are hereby annexed and subjected to all of the easements, covenants, conditions and restrictions set forth in the Declaration and the jurisdiction of the Association by virtue of this "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lago Mar, Pod 8, Sections 4 and 5, Subdivisions in Galveston County, Texas" ("**Supplemental Declaration**"), which Declaration and Supplemental Declaration will run with Lago Mar, Pod 8, Sections 4 and 5, and be binding on all parties who may now or hereafter have or claim any right, title or interest in Lago Mar, Pod 8, Sections 4 and 5, or any part thereof, and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source of or the manner in which any such right, title or interest is or may be acquired. Provided that, the following provisions in the Declaration are hereby amended as to Lago Mar, Pod 8, Sections 4 and 5:

Article XI is hereby added to the Declaration as follows:

**ARTICLE XI.**  
**BUILD/LEASE DEVELOPMENT**

Build/Lease Development is permitted within the Property by a builder approved in writing by Developer. "**Build/Lease Development**" means construction within a defined area of the Property by the Builder approved by Developer of residential dwellings that may be leased as income property at any time after construction for single family

residential purposes. Any such development or leasing of a residential dwelling is not considered to be a prohibited business or commercial use under the Declaration or any other Governing Documents, and no provision in the Declaration or other Governing Documents will prohibit any such leasing or use. WB Largo Mar Pod 8 Land LLC, a Texas limited liability company, or Affiliate (as defined below) (WB Largo Mar Pod 8 Land LLC or its Affiliate, if applicable, being referred to herein as "WB") is approved by Developer to develop Lago Mar, Pod 8, Sections 4 and 5 for Build/Lease Development.

As used herein, "Affiliate" means any person or entity who is attached or connected with WB, or who controls, is controlled by, or is under common control with WB.

So long as WB owns or holds any leasehold interest in not less than five (5) of the Lots in Lago Mar, Pod 8, Sections 4 and 5, the provision of this Article XI may not be amended without the prior written consent of WB, which consent shall not be unreasonably withheld or delayed, and Owners are not entitled to vote as to any such amendment unless and until written consent is given. "Amend", or "amendment" or a substantial equivalent means any change, modification, revision, termination or release as to provisions in this Article XI, whether by amendment of this instrument or by amendment of any other dedicatory instrument. If WB ceases to own or hold any leasehold interest in five (5) Lots in Lago Mar, Pod 8, Sections 4 and 5, the prior written consent of WB to an amendment of this Article XI shall not be required. Provided that no rights of WB to lease residential dwellings on Lots in Lago Mar, Pod 8, Sections 4 and 5, as income property at any time after construction for single family residential purposes may be diminished or terminated without the approval or consent of WB evidenced by execution of the amendment prior to recording.

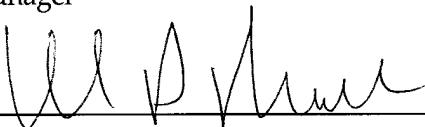
EXECUTED by the parties on the date(s) of the acknowledgements, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

**MRECLT LAGO MAR OPERATING LLC,**  
a Delaware limited liability company

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:   
\_\_\_\_\_   
Al P. Brende, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

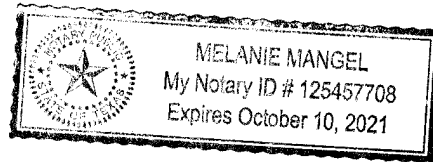
BEFORE ME, the undersigned notary public, on this \_\_\_ day of \_\_\_\_\_, 2021 personally appeared Jerald A. Turboff, Manager of Grover Lago Mar, LLC, a Texas limited liability, Co-Manager of MREC LT Lago Mar Operating LLC, a Delaware limited liability company, known to me to be the person whose name 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

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 10 day of May, 2021 personally appeared Al P. Brende, Manager of Brende Lago Mar, LLC, a Texas limited liability company, Co-Manager 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.

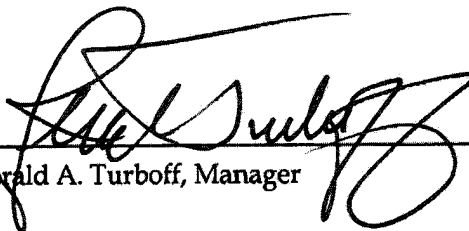
Melanie Mangel  
Notary Public in and for the State of Texas



EXECUTED by the parties on the date(s) of the acknowledgements, to be effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

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

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

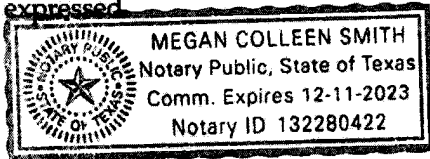
By:   
Jerald A. Turboff, Manager


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

By: \_\_\_\_\_  
Al P. Brende, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 10<sup>th</sup> day of May, 2021 personally appeared Jerald A. Turboff, Manager of Grover Lago Mar, LLC, a Texas limited liability, Co-Manager 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

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this \_\_\_ day of \_\_\_\_\_, 2021 personally appeared Al P. Brende, Manager of Brende Lago Mar, LLC, a Texas limited liability company, Co-Manager 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



**CONSENT OF LIENHOLDER**  
*to*  
**ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**  
*for*  
**LAGO MAR, POD 8, SECTIONS 4 AND 5  
SUBDIVISIONS IN BRAZORIA COUNTY, TEXAS**

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The undersigned, being a lienholder against Lago Mar, Pod 8, Sections 4 and 5, does hereby consent and agree to the foregoing "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lago Mar, Pod 8, Sections 4 and 5, Subdivisions in Galveston County, Texas" to which this instrument is attached.

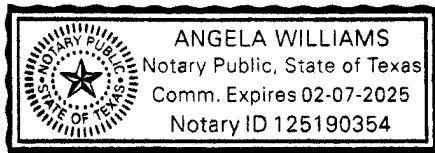
**Trez Capital (2015) Corporation,  
a British Columbia corporation**

By: Trez Capital Funding II, LLC,  
a Delaware limited liability company,  
Its Administrative Agent

By:   
John D. Hutchinson, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2021, by John D. Hutchinson, President of Trez Capital Funding II, LLC, a Delaware limited liability company, Administrative Agent to Trez Capital (2015) Corporation, a British Columbia corporation, for the consideration and in the capacities stated therein.



  
Notary Public in and for the State of Texas

## Exhibit "A"

Lago Mar Pod 8-4 & 8-5  
37.1 Acres

Alexander Farmer League  
Abstract No. 11

STATE OF TEXAS                   §

COUNTY OF GALVESTON         §

A **METES & BOUNDS** description of a certain 37.1 acre tract of land situated in the Alexander Farmer League, Abstract No. 11 in Galveston County, Texas, being out of a called 70.0 acre tract of land conveyed to CBA Strategic Fund I, LP by Special Warranty Deed recorded in Clerk's File No. 2019061507 of the Galveston County Official Public Records; said 37.1 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone;

**BEGINNING** at a found 5/8-inch iron rod at the northwest corner of said called 70.0 acres, being in an east line of Lot 3 out of Lot 27 conveyed to Mark DeGeyter, et ux by Clerk's File No. 2004016640 of the Galveston County Official Public Records, being in the west line of said Alexander Farmer League, Abstract No. 11, same being the east line of the adjoining Mary Austin League, Abstract No. 1, and being in the east line of the adjoining Opposing K Subdivision, according to map or plat thereof recorded in Volume 18, Page 709, Galveston County Deed Records;

THENCE, North 88°02'44" East, along the north line of said called 70.0 acre tract, being common with an interior southwest line of a called 526.69 acre tract of land conveyed to LM495, LP by Special Warranty Deed with Vendor's Lien in Favor of Third Party recorded in Clerk's File No. 2019005610 of the Galveston County Official Public Records, 1,500.30 feet to a found 5/8-inch iron rod (with cap stamped "Hovis") for corner;

THENCE, South 01°59'02" East, along the east line of said called 70.0 acre tract, being common with an interior southwest line of said called 526.69 acre tract, 963.63 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner, from which a found 5/8-inch iron rod (with cap stamped Jones|Carter Property Corner") at the southeast corner of said called 70.0 acre tract bears South 01°59'02 East, 1,068.81 feet;

THENCE, South 88°00'40" West, establishing the south line of the herein described tract, 488.49 feet to a point at the beginning of a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 270.00 feet, a central angle of 36°37'18", an arc length of 172.58 feet, and a long chord bearing North 73°40'41" West, 169.65 feet to a point for corner;

THENCE, South 34°37'58" West, 60.00 feet to a point at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 81°05'14", an arc length of 35.38 feet, and a long chord bearing South 84°05'21" West, 32.50 feet to a point for corner;

THENCE, South 43°32'44" West, 34.57 feet to a point at the beginning of a curve to the right;

Lago Mar Pod 8-4 & 8-5  
37.1 Acres

Alexander Farmer League  
Abstract No. 11

THENCE, along the arc of said curve to the right having a radius of 330.00 feet, a central angle of 14°28'44", an arc length of 83.39 feet, and a long chord bearing South 50°47'05" West, 83.17 feet to a point for corner;

THENCE, South 31°39'16" East, 117.98 feet to a point for corner;

THENCE, South 14°38'13" West, 13.64 feet to a point for corner;

THENCE, South 61°39'22" West, 54.37 feet to a point for corner;

THENCE, South 73°46'15" West, 128.41 feet to a point for corner;

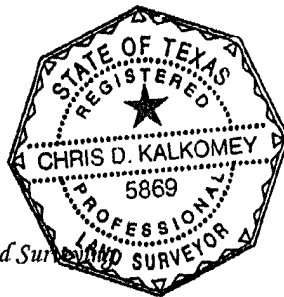
THENCE, South 85°41'05" West, 65.19 feet to a point for corner;

THENCE, South 87°59'44" West, 507.65 feet to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") for corner in the west line of the aforementioned called 70.0 acre tract, being in the west line of the aforementioned Alexander Farmer League, Abstract No. 11, same being the east line of the aforementioned Mary Austin League, Abstract No. 1, and being in the east line of the adjoining MacGregors Subdivision, according to map or plat thereof recorded in Volume 92, Page 467 of the Galveston County Map Records, from which a found 5/8-inch iron rod (with cap stamped Jones|Carter Property Corner") at the southwest corner of said called 70.0 acre tract bears South 01°59'33 East, 822.23 feet;

THENCE, North 01°59'33" West, along the west line of said called 70.0 acre tract, being common with the west line of said Alexander Farmer League, Abstract No. 11, same being the east line of said adjoining Mary Austin League, Abstract No. 1, the east line the adjoining MacGregors Subdivision and the east line of said adjoining Opposing K Subdivision, 1210.23 feet to the **POINT OF BEGINNING, CONTAINING 37.1 acres of land in Galveston County, Texas, as shown on Drawing No. 15610 in the office of Jones|Carter in Rosenberg, Texas.**

Jones|Carter  
1229 Corporate Drive  
Rosenberg, TX 77471  
(281) 342-2033

*Texas Board of Professional Land Surveyors  
Registration No. 10046104*



  
Acting By/Through Chris Kalkomey  
Registered Professional Land Surveyor  
No. 5869  
[CDKalkomey@jonescarter.com](mailto:CDKalkomey@jonescarter.com)

## FILED AND RECORDED

Instrument Number: 2021035008

Recording Fee: 66.00

Number Of Pages:12

Filing and Recording Date: 05/13/2021 1:29PM

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".

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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