

SIXTH 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", "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar" and "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 Nos. 2016075218, 2017015995, 2017044016, 2018006132 and 2018021607, 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:

Article V, Section 5.14, of the Declaration, entitled “**Sports Center/Beach Club**”, is amended to read as follows:

SECTION 5.14. LAGOON/AMENITY VILLAGE. Developer has caused to be constructed a lagoon and related amenity village in the Subdivision. Due to the anticipated cost of operating, maintaining and repairing the lagoon and amenity village, the Owner of each Lot in the Subdivision must pay to the Association an additional annual assessment (the “**Lagoon/Amenity Village Assessment**”) commencing on January 1st of the year next following the year in which the lagoon and amenity village are substantially completed. The lagoon and amenity village will be deemed to be substantially completed as of the date it is capable of being used for its intended purpose. The initial rate of the annual Lagoon/Amenity Village Assessment is Three Hundred and no/100 Dollars (\$300.00) per Lot. The rate of the annual Lagoon/Amenity Village Assessment may be adjusted (increased or decreased) based upon the annual budget for the operation, maintenance and repair of the lagoon and amenity village, but not more than once in a calendar year. A Builder is obligated to pay the full amount of the Lagoon/Amenity Village Assessment for each Lot owned commencing on the date the Lot is acquired by the Builder and continuing for so long as the Builder owns the Lot. Payment of the Lagoon/Amenity Village Assessment is due on January 1st of each year and will become delinquent if payment is not received by the Association by January 31st of the year in which it became

due. Payment of Lagoon/Amenity Village Assessments is secured by the lien established in Section 5.3 of this Declaration; a Lagoon/Amenity Village Assessment is also the personal obligation of the person who was the Owner of the Lot at the time the Lagoon/Amenity Village Assessment became due. Lagoon/Amenity Village Assessments are subject to the same charges and remedies for non-payment that are set forth in Section 5.17 of the Declaration. Each Owner of a Lot in the Subdivision is entitled to use and enjoy the lagoon and amenity village, subject to rules and regulations relating to the use and operation of the lagoon and amenity village.

NOTICE IS HEREBY GIVEN THAT THE LAGOON AND AMENITY VILLAGE MAY OR MAY NOT BE OWNED BY THE ASSOCIATION AND THE LAGOON AND AMENITY VILLAGE MAY BE MADE AVAILABLE FOR USE BY PERSONS WHO ARE NOT LOT OWNERS IN THE SUBDIVISION.

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 11th day of March, 2019.

DEVELOPER:

MREC LT LAGO MAR OPERATING L.L.C.
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: 
Al P. Brende, Manager

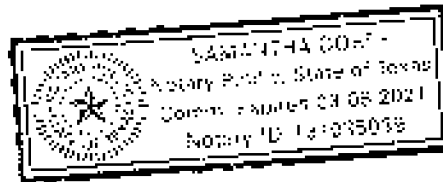
By: Brende Lago Mar, L.L.C.,
a Texas limited liability company,
Co-Manager

By: 
Al P. Brende, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 11th day of March, 2019 personally appeared Al P. Brende, Manager of Grover Lago Mar, LLC, a Texas limited liability, Co-Manager of Land Tejas Lago Mar, L.L.C., a Texas limited liability company, as Managing Member of MREC LT Lago Mar Operating L.L.C., 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.

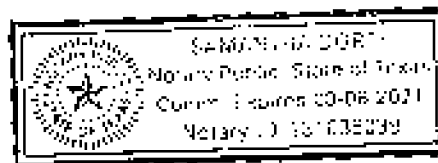
Samantha Dault
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 11th day of March, 2019 personally appeared Al P. Brende, Manager of Brende Lago Mar, LLC, a Texas limited liability company, Co-Manager of Land Tejas Lago Mar, L.L.C., a Texas limited liability company, as Managing Member of MREC LT Lago Mar Operating L.L.C., 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 Dault
Notary Public in and for the State of Texas



FILED AND RECORDED

Instrument Number: 2019012694

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 03/13/2019 8:26AM

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.*