

THIRD 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, under Clerk's File No. 2016041656 (the “Declaration”), which Declaration imposes various covenants, conditions, restrictions, and easements on the Property (as defined in the Declaration); 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, the Declaration was previously amended by Developer by instruments entitled “First Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar” and “Second Amendment to Declaration of Covenants, Conditions and Restrictions for Lago Mar” filed in the Official Public Records of Real Property of Galveston County, Texas under Clerk’s File Nos. 2016075218 and 2017015995, respectively; and

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

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. SPORTS CENTER/BEACH CLUB. Developer may approve the construction of a Sports Center/Beach Club in the Subdivision or in close proximity to the Subdivision [within one and one-half (1 ½) miles]. If approved, the Sports Center/Beach Club may be constructed and operated by Developer, an entity affiliated with Developer, or an independent third party. The Sports Center/Beach Club, if constructed, may provide memberships to members of the Association and/or persons who are not members of the Association. In the event a Sports Center/Beach Club is constructed and memberships are to be made available to members of the Association, the Association, acting through its Board of Directors, will negotiate with the operator of the Sports Center/Beach Club in an effort to obtain a preferred or discounted membership rate for all members of the Association (on a per household basis). If the Association enters into an agreement with the operator of the Sports Center/Beach Club on behalf of its members, all members of the Association will be entitled to use and enjoy the Sports Center/Beach Club for as long as the agreement remains in effect. In that event, the Annual Assessment will be increased each year during the term of the agreement by an amount equal to the membership rate negotiated by the Association; provided that, in no event may an increase in the Annual Assessment related to the Sports Center/Beach Club exceed THREE HUNDRED DOLLARS (\$300.00) per year. No member will be entitled to avoid payment of the increase in the Annual Assessment related to the Sports Center/Beach Club by reason of the non-use of the Sports Center/Beach Club. If the operator of the Sports Center/Beach Club provides optional services and activities that are not included in the basic membership fee, members who desire to obtain those additional services or engage in those additional activities must pay any additional fees associated with the services and activities directly to the operator of the Sports Center/Beach Club.

Each Owner of a Lot acknowledges by accepting a deed to the Owner's Lot that, if a Sports Center/Beach Club in the Subdivision or in close proximity to the Subdivision (as defined above) is constructed and the Association enters into an agreement with the operator of the Sports Center/Beach Club on behalf of all of its members, the Sports Center/Beach Club will provide an amenity to all Lot Owners (whether or not used) which may enhance the desirability of Lots within the Subdivision, thereby benefiting all Lot Owners.

NOTWITHSTANDING THE FOREGOING, DEVELOPER HAS NO OBLIGATION TO CONSTRUCT A SPORTS CENTER/BEACH CLUB OR TO APPROVE THE CONSTRUCTION OF A SPORTS CENTER/BEACH CLUB BY ANY OTHER PERSON OR ENTITY. DEVELOPER DOES NOT REPRESENT OR WARRANT THAT AN SPORTS CENTER/BEACH CLUB WILL BE CONSTRUCTED OR APPROVED FOR CONSTRUCTION IN THE SUBDIVISION OR IN CLOSE PROXIMITY TO THE SUBDIVISION. FURTHER, DEVELOPER DOES NOT REPRESENT OR WARRANT THAT, IF A SPORTS CENTER/BEACH CLUB IS CONSTRUCTED, THE ASSOCIATION WILL BE ABLE TO OBTAIN A PRFERRED OR DISCOUNTED MEMBERSHIP RATE ON BEHALF OF ITS MEMBERS.

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.

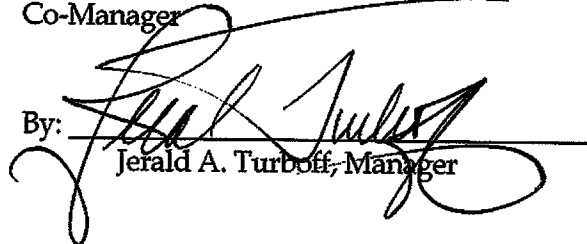
Executed on the 18th day of July, 2017.

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

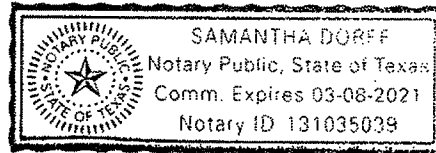
By: Brende Lago Mar, LLC,
a Texas limited liability company,
Co-Manager

By: 
Al P. Brende, Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of July, 2017 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.

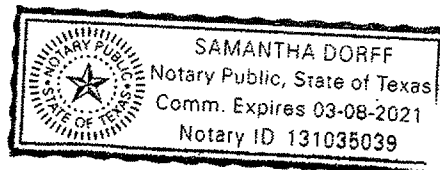
Samantha Dorff
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of July, 2017 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: 2017044016

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 07/19/2017 10:22AM

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 black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

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.*