

ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
LAGO MAR, POD 8, SECTION 5

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lago Mar, Pod 8, Section 5 (this "*Supplemental Declaration*") is made by Astro Lago Mar, L.P., a Delaware limited partnership ("*Astro Lago Mar*"), with the joinder of (i) WB Largo Mar Pod 8 Land LLC, a Texas limited liability company ("*WB Largo Mar*"), and (ii) WBWT Sandy Cove LLC, a Delaware limited liability company ("*WBWT Sandy Cove*").

RECITALS:

By instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lago Mar", recorded in the Official Public Records of Galveston County, Texas under Instrument No. 2016041656, as same has been and may be amended and supplemented from time to time (the "*Declaration*"), MREC LT Lago Mar Operating LLC, a Delaware limited liability company ("*MREC LT Lago Mar*"), as Developer, subjected all of the property described by metes and bounds on Exhibit "A", attached to the Declaration, to the easements, covenants, conditions, and restrictions set forth in the Declaration.

Article X, Section 10.2 of the Declaration, entitled "*Annexation*", provides that additional residential property, commercial property, and Common Area may be annexed into the Subdivision and subjected to the provisions of the Declaration and to the jurisdiction of the Property Owners Association of Lago Mar (the "*Association*") with consent of the Association or the Developer; approval by the members is not required.

Article X, Section 10.1 of the Declaration, entitled "*Amendment*", provides that, for a period of 20 years after the date the Declaration was 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 not materially inconsistent with the residential character of the Property.

WB Largo Mar and WBWT Sandy Cove are the owners of all the property known as Lago Mar, Pod 8, Section 5, a subdivision in Galveston County, Texas according to the map or plat thereof filed of record under Instrument No. 2024030563 of the Map Records of Galveston County, Texas ("*Pod 8, Section 5*").

Pursuant to the "Partial Assignment of Developer and Declarant Rights Lago Mar", recorded in the Official Public Records of Real Property of Galveston County, Texas under Instrument No. 2021092752 (the "*Assignment*"), MREC LT Lago Mar assigned certain rights as Declarant and Developer under the Declaration (including, but not limited to, Developer's right to (i) annex additional land into Lago Mar and (ii) amend the Declaration) to Astro Lago Mar, BUT ONLY as

such rights pertain to the real property located in Galveston County, Texas identified and described on Attachment 1 to the Assignment, which real property includes Pod 8, Section 5.

Astro Lago Mar, as Developer, desires to annex Pod 8, Section 5 into Lago Mar and to subject Pod 8, Section 5 to the provisions of the Declaration and to the jurisdiction of the Association pursuant to Article X, Section 10.2, of the Declaration, and, at the same time, to amend certain provisions in the Declaration with respect to Pod 8, Section 5, pursuant to Article X, Section 10.1, of the Declaration.

WB Lago Mar and WBWT Sandy Cove join in the execution of this Supplemental Declaration to evidence their approval.

SUPPLEMENTAL DECLARATION:

Pod 8, Section 5, is annexed into Lago Mar and subjected to all of the easements, covenants, conditions, and restrictions set forth in the Declaration and to the jurisdiction of the Association by virtue of this Supplemental Declaration. The easements, covenants, conditions, and restrictions set forth in the Declaration and in this Supplemental Declaration run with the land comprising Pod 8, Section 5 and are binding on all parties who may now or hereafter have or claim any right, title, or interest in Pod 8, Section 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 amended as to Pod 8, Section 5 pursuant to the power reserved to the Developer in Article X, Section 10.1 of the Declaration:

1. Article I, Section 1.3 of the Declaration, entitled "*Association Wall*", is amended as to Pod 8, Section 5, 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. For purposes of this Supplemental Declaration, steel Association Walls will be located on the following Lots in Pod 8, Section 5:

- A portion of the most easterly side Lot lines of Lots 10 and 35 in Block 3.

2. Article I, Section 1.18 of the Declaration, entitled "*Lake Lot*", is amended as to Pod 8, Section 5, to read as follows:

SECTION 1.18 "*Lake Lot*" means each Lot which shares any common boundary with a Lake or with a Common Area around the Lake. For the purposes of this Supplemental Declaration, the following Lots in Pod 8, Section 5 are Lake Lots: Lots 1 - 12, inclusive, in Block 1.

3. Article I, Section 1.21 of the Declaration, entitled "*Non-Gated Section*", is amended as to Pod 8, Section 5, to read as follows:

SECTION 1.21 "*Non-Gated Section*" means a subdivision hereinafter annexed and subjected to the provisions of the Declaration that is referred to in the Declaration or a Supplemental Declaration as a "*Non-Gated Section*". For purposes of this Supplemental Declaration, Pod 8, Section 5 is a Non-Gated Section.

4. Article I, Section 1.25 of the Declaration, entitled "*Primary Entrance Access Road(s)*", is amended as to Pod 8, Section 5, to read as follows:

SECTION 1.25 "*Primary Entrance Access Road(s)*" means each primary entrance access road into the Property. The Primary Entrance Access Roads in Pod 8, Section 5, are Winter Sand Drive at Lago Costa Drive, Wadley Bay Drive at Lago Costa Drive, Campbell Cove Lane at Lago Costa Drive, and Daniel Shores Drive at Lago Costa Drive.

5. Article I, Section 1.29 of the Declaration, entitled "*Reserve Lot*", is amended as to Pod 8, Section 5, 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. For purposes of this Supplemental Declaration, there are no Reserve Lots in Pod 8, Section 5.

6. Article I, Section 1.31 of the Declaration, entitled "*Section*", is amended as to Pod 8, Section 5, to read as follows:

SECTION 1.31 "*Section*" means all of the separate subdivisions encumbered by the Declaration, including Pod 8, Section 5.

7. Article II, Section 2.30 of the Declaration, entitled "*Fences and Walls*", provides that a fence or wall constructed on a Lot must comply with the provisions of the Design Guidelines and that there may be more stringent requirements for a fence or wall constructed on particular Lots.

The Design Guidelines for Lago Mar, and the exhibits attached to the Design Guidelines, specify the requirements for an "Upgraded Wood Fence" and a "Steel Ornamental Fence". The following Lots in Pod 8, Section 5 require an Upgraded Wood Fence or a Steel Ornamental Fence, as indicated, to be constructed by the Builder and maintained by the Owner:

- a. Portions of the following Lots in Pod 8, Section 5, require an Upgraded Wood Fence to be constructed by the Builder and maintained by the Owner:
 - A portion of the most easterly side Lot lines of Lots 1 and 42 in Block 1;
 - The rear Lot line of Lot 42 in Block 1;

- A portion of the most westerly side Lot lines of Lots 1 and 18 in Block 2;
 - A portion of the most easterly side Lot lines of Lots 9 and 10 in Block 2;
 - A portion of the most westerly side Lot lines of Lots 1, 18, 19, and 26 in Block 3;
 - A portion of the most easterly side Lot lines of Lots 9, 10, and 35 in Block 3; and
 - The rear Lot lines of Lots 33 - 35, inclusive, in Block 3.
- b. Portions of the following Lots in Pod 8, Section 5 require a Steel Ornamental Fence to be constructed by the Builder and maintained by the Owner:
- The rear Lot lines of Lots 1 - 11, inclusive, in Block 1; and
 - The most southerly rear Lot line of Lot 12 in Block 1.

8. Article II, Section 2.32 of the Declaration, entitled "*Other Requirements*", provides that a Supplemental Declaration may include additional requirements or restrictions for the Lots subject to the Supplemental Declaration. For purposes of this Supplemental Declaration, the following additional requirements and restrictions apply to all Lots (as applicable) within Pod 8, Section 5:

"Retaining Walls" have been or will be constructed upon one or more Lots within Pod 8, Section 5, as set forth below, which Retaining Wall are or will be constructed by Developer or a Declarant and will be maintained by the Association. As originally constructed, the Retaining Walls within Pod 8, Section 5 may be located wholly or partly (a) within an individual Lot, (b) on or near the boundary between 2 Lots, (c) on or near the boundary between a Lot and a Common Area, or (d) on or near the boundary between a Lot or Common Area and real property outside of the Subdivision.

For purposes of this Supplemental Declaration, Retaining Walls will be located on the following Lots within Pod 8, Section 5: Lots 1 - 32, inclusive, in Block 1.

The Association is granted a perpetual easement over and across each Lot on which a Retaining Wall is located and each Lot which a Retaining Wall abuts for the purpose of maintenance or replacement of the Retaining Wall and the French drain system, if any, adjacent to or behind the Retaining Wall. Each easement exists along the entirety of the Lot lines on which the Retaining Wall is located or the Lot lines of the Lot that abuts the Retaining Wall that the Association is required to maintain and repair, and the width of each easement is 5 feet.

Notice is given that each Retaining Wall constructed or caused to be constructed by Developer or a Declarant within Pod 8, Section 5 is equipped with pre-drilled holes for the purpose of erecting fencing on top of the Retaining Wall. In order to preserve the structural integrity of the Retaining Walls, each fence constructed or caused to be constructed by a Builder, Developer, Declarant, or Owner on top of a Retaining Wall must be installed using the pre-drilled holes for the

posts or supports. Drilling a hole or holes in a Retaining Wall for the purpose of erecting a fence or for any other purpose is prohibited.

As provided above, Retaining Walls within Pod 8, Section 5 may be located wholly or partly on or near the boundary between 2 Lots. Accordingly, for purposes of this Supplemental Declaration and notwithstanding anything contained in the Design Guidelines to the contrary, each wood fence erected on top of a Retaining Wall within Pod 8, Section 5 that is situated wholly or partly on or near the boundary between 2 Lots must be installed at the middle of such Retaining Wall with the use of 2 and 3/8" galvanized steel posts. The use of wood posts to install a wood fence on top of a Retaining Wall as described in this paragraph is prohibited.

Capitalized terms used in this Supplemental Declaration have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

[SIGNATURE PAGES FOLLOW.]

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

DEVELOPER:

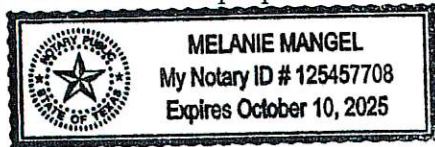
ASTRO LAGO MAR, L.P.,
a Delaware limited partnership

By: Astro Lago Mar GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: B-S
Print Name: BRIAN SIDHAM
Title: AUTHORIZED SIGNER

THE STATE OF TEXAS §
COUNTY OF HARRIS §
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BEFORE ME, the undersigned notary public, on this 26 day of JUNE, 2024 personally appeared Brian Sidham, Authorized Signer of Astro Lago Mar GP, L.L.C., a Delaware limited liability company, General Partner of Astro Lago Mar, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Melanie Mangel
Notary Public in and for the State of Texas

JOINDER BY WB LARGO MAR

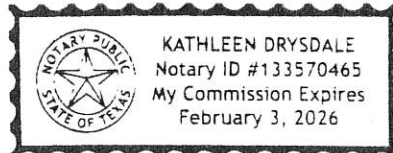
IN WITNESS WHEREOF, the undersigned WB Largo Mar joins this Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lago Mar, Pod 8, Section 5 this the 27th day of June, 2024.

WB LARGO MAR POD 8 LAND LLC,
a Texas limited liability company

By: [Signature]
Print Name: Ting Qiao
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 27th day of June, 2024 personally appeared Ting Qiao, Manager of WB Largo Mar Pod 8 Land LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Kathleen Drysdale
Notary Public in and for the State of Texas

JOINDER BY WBWT SANDY COVE

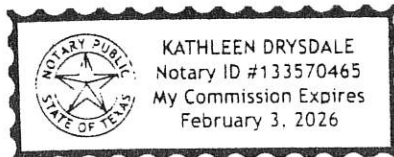
IN WITNESS WHEREOF, the undersigned WBWT Sandy Cove joins this Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Lago Mar, Pod 8, Section 5 this the 27th day of June, 2024.

WBWT SANDY COVE LLC,
a Delaware limited liability company

By: [Signature]
Print Name: Ting Qiao
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 27th day of June, 2024 personally appeared Ting Qiao, Manager of WBWT Sandy Cove 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 s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

FILED AND RECORDED

Instrument Number: 2024030509

Recording Fee: 53.00

Number Of Pages: 9

Filing and Recording Date: 07/05/2024 8:36AM

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, reading "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath it.

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.*