

**FOURTH AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAMAR POINTE PRESERVE SUBDIVISION**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ARANSAS §

This Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions is adopted on the date set forth below with the approval of the Developer (as defined below) pursuant to the authority granted in the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions executed by Lamar Point Homeowners Association, which was recorded as File No. 00000376609, Official Public Records of Aransas County, Texas, and those certain Restrictive Covenants Certain Lots Lamar Pointe Preserve Agreement dated August 24, 2020, and recorded August 28, 2020 (the "Third Amended Declaration"). This Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions shall supersede, replace and render invalid the Third Amended Declaration, and those certain Restrictive Covenants Certain Lots Lamar Pointe Preserve Agreement dated March 1, 2009, and recorded as File No. 305050, Official Public Records of Aransas County, Texas, except as expressly stated herein.

WITNESSETH:

WHEREAS, Lamar Pointe Preserve is a residential real estate subdivision as depicted on the certain Plat recorded at Volume 5, Page 217, Plat Records of Aransas County, Texas; and,

WHEREAS, Lamar Pointe Preserve was subjected to that Declaration of Covenants, Conditions and Restrictions executed by Seaside Partners, Ltd., as Declarant, on July 17, 2006, which was recorded as File No. 284444, Official Public Records of Real Property of Aransas County, Texas; and,

WHEREAS, the Developer has elected to exercise its right to amend the Third Amended Declaration pursuant to its terms;

NOW, THEREFORE, the following reservations, easements, restrictions, covenants, and conditions shall hereafter run with Property, as defined herein, and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property.

ARTICLE I
DEFINITIONS

Section 1.01. "Association" shall mean Lamar Pointe Preserve Home Owner's Association, Inc., the mandatory association of Owners of Lots within the Property, as set forth in Article III below.

Section 1.02. "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03. "Common Area" and "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association.

Section 1.04. "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.05. "Developer" shall mean Lamar Pointe Preserve, L.P., or anyone who shall have had the rights or duties as Developer assigned to them by a written instrument recorded in the Official Public Records of Real Property of Aransas County, Texas.

Section 1.06. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, playscapes, tree houses, outdoor decorations, swing sets, fences, gates, screening walls, retaining walls, stairs, steps, porches, walkways, driveways, decks, landscaping, grading, pavement, poles, signs, exterior air conditioning, water softener fixtures or equipment, exterior lighting fixtures and equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, aerials, satellite dishes, wind generators, solar collectors, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television and other utilities.

Section 1.07. "Lot" shall mean and refer to any plot of land identified as a Lot or home site on any Plat of the Property, except for any Common Area.

Section 1.08. "Member" shall mean any person or entity who is a member of the Association. Developer and each Owner shall be a Member in the Association.

Section 1.09. "Original Declaration" shall mean Declaration of Covenants, Conditions and Restrictions executed by Seaside Partners, Ltd., as Declarant, on July 17, 2006, which was recorded as File No. 284444, Official Public Records of Real Property of Aransas County, Texas.

Section 1.10. "Owner" shall mean and refer to the record owner (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, and (ii) Developer (except as otherwise provided herein).

Section 1.11. "Plans and Specifications" shall mean any and all documents designed or adopted by the ACC (as defined in Article V below) to guide or control the construction, alteration or removal of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials (including roofing materials), site plans, excavation plans, grading plans,

foundation plans, drainage plans, landscaping plans, fencing plans, screening plans, elevation drawings, floor plans, exterior lighting plans, specifications on building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to such construction, alteration or removal.

Section 1.12. “Plat” and “Plats” shall mean any recorded plat or re-plat of any part of the Property.

Section 1.13. “Property”, “Properties” and “Subdivision” shall mean and refer to Lamar Pointe Preserve, as shown in the Plat recorded at Volume 5, Page 217, Plat Records of Aransas County, Texas, subject to the covenants, conditions and reservations set forth herein, and any additional properties which may be made subject to the terms of this Fourth Amended and Restated Declaration, pursuant to the provisions set forth herein.

Section 1.14. “Restrictions” shall mean and refer to this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions.

ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS AND ADDITIONS

Section 2.01. Plat of the Property. The Plat of the Subdivision establishes certain reservations, exceptions and dedications applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, and/or any re-plat or amendments of the Plat of the Subdivision recorded or hereafter recorded, shall be construed as being included in each contract, deed, or conveyance conveying said Property or any part thereof, whether specifically referred to therein or not.

Section 2.02. Utility Easements. Developer reserves the non-exclusive right to create, grant and use the utility easements and rights-of-way shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Official Public Records of Real Property of Aransas County, Texas, for the purpose of planning, constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph, telephone, drainage, cable television, or data transmission, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, inspection, repair, replacement and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to contract for or maintain any utilities. Developer shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03. Title Subject to Easements. It is expressly agreed and understood that the title to all of the Lots shall be subject to any easement affecting same for roadways or utilities, and other easements previously granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines or equipment located in whole or in part on, or running through, their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04. Obstruction of Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon any such utility easement by the Owner shall be constructed, maintained and used at Owner's risk, and, as such, the Owner of each tract subject to said utility easements shall be responsible for (i) obtaining prior approval, if required, from each easement holder, (ii) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such utility easements, and (iii) repairing any damage to said improvements caused by a utility district or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the utility easements. In the event that a single Owner shall own two or more adjacent Lots used as a single building site, then the utility easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05. General Drainage Easements. The Plat dedicates drainage easements specifically. Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify, and designate as drainage easements, natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Lot Owner. Should a Lot Owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot Owner shall pay the fees and costs for such expert assistance. The identification and dedication of such natural runoff channels, creeks, or swales may be reduced to be written notice filed in the Official Public Records of Real Property of Aransas County, Texas, which shall supersede and replace, for said Lot, the general Plat reference to same. Any drainage pattern and/or earthen tank embankment established on the Property cannot be altered or blocked in any manner whatsoever.

Section 2.06. Annexation of Additional Property. Developer hereby reserves the right to subject additional land to these Restrictions and to add then-current and future owners of said land as Members to the Association, by filing for record in the Official Public Records of Real Property of Aransas County, Texas, an annexation declaration subjecting such land to these Restrictions and the jurisdiction of the Association. If annexation of additional land occurs, then the real property so annexed will form a part of the Properties, as defined above, and shall be subject to the Restrictions herein; provided, however, that Developer may alter, modify, amend, repeal or revise these Restrictions, as applied to the annexed property, to the extent necessary or convenient, in Developer's sole discretion. Any Owner of any Lot annexed to the Property and the Association

shall have rights of use and enjoyment of the Common Area and Common Facilities co-extensive with the rights of Owners of Lots within the Property. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development. Developer's rights under this Section to facilitate the development, construction, marketing, size, shape and composition of the Subdivision shall expire on December 31, 2033, or on such earlier date as Developer may file a written instrument in the Official Public Records of Real Property of Aransas County, Texas, surrendering and extinguishing such rights.

ARTICLE III ASSOCIATION MEMBERSHIP

3.01. Mandatory Membership. Each Owner shall automatically be a Member of the association of owners of land within the Subdivision for so long as they are an Owner. Membership in the Association is a mandatory requirement incident to ownership of a Lot. No Owner may exempt themselves from membership in the Association.

3.02. Votes of Members. The Association shall have one class of membership. Members shall be all those Owners as defined in Article I. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest of interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

3.03. Management of the Association. Management of the affairs of the Association shall be vested in the Board of Directors, and shall be in accordance with the provisions of the Bylaws of the Association, except that in the event of a conflict between the Bylaws and these Restrictions, these Restrictions shall prevail.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREA AND COMMON FACILITIES

Section 4.01. Members' Easements of Enjoyment. Subject to the provisions of Section 4.02 of this Article IV, every Member shall have a common right and easement of use and enjoyment in and to the Common Area and Common Facilities, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.02. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat, recorded instruments on file in the Official Public Records of Real Property of Aransas County, Texas, and/or in Article II hereof.
- (b) The rights of the Association, once it has obtained legal title to the Common Area and Common Facilities, to do the following:

- (1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the terms hereof and of the Certificate of Formation and Bylaws of the Association;
- (2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure;
- (3) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Area and/or Common Facilities;
- (4) to suspend Common Area and Common Facilities usage rights, pursuant to Article IX below;
- (5) to enact reasonable rules, regulations, use fees and penalties related to the use, occupancy and possession of the Common Area and Common Facilities; and,
- (6) to convey, transfer, mortgage, encumber and grant easements to governmental entities, public agencies, and/or utility providers, upon such terms and conditions as may be approved by two-thirds of all votes of the membership, voting in person, by proxy or by absentee or electronic ballot at a meeting duly called for such purpose.

Section 4.03. Title to Common Area. The Association shall own all Common Area that is conveyed to it in fee simple, and shall assume all maintenance obligations with respect to any Common Area which may be established on the Plat or these Restrictions. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Area. The policy limits shall be determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of Members, Directors and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 5.01. Creation and Membership of the ACC. There is carried forward from the Original Declaration and hereby ratified and extended an Architectural Control Committee (hereinafter called the "ACC"), which shall be comprised of members appointed by the Board of Directors of the Association, to serve until their successors are named. ACC members shall not be entitled to compensation for their services rendered in such capacity. In the event a vacancy on the ACC shall arise, the Developer may fill such vacancy by appointment. In the event any vacancy on the ACC shall not be filled within sixty days, then the Board of Directors of the Association may fill such vacancy by appointment provided, however, that in the event that Developer still owns any Lot, the Board shall first give Developer written notice of such vacancy and thirty days within which to make such appointment. Subject to the terms hereinafter set forth, Developer shall have the right to remove or add members to the ACC and fill vacancies in the committee membership, and Developer may assign such rights to the Association. The sale of the last Lot owned by Developer within the Properties shall be deemed to be an assignment to the Association of Developer's powers with respect to ACC membership. The ACC shall be duly constituted and shall continue to function for the entire duration of these Restrictions, including any extensions thereof. After

such time as the Developer ceases to own any Lot, no member of the Board of Directors, or a spouse of resident of a member of the Board, shall be eligible for membership on the ACC.

Section 5.02. Approval of Improvements Required. No Improvement shall be erected, altered, added onto, placed or repaired on any Lot until the Plans and Specifications are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration.

Section 5.03. Procedures for Review and Approval. A majority of the ACC may act for the ACC and no notice of any of its meetings shall be required. Within thirty days after the Owner has submitted to the ACC the Plans and Specifications and written notice that the Owner desires to obtain ACC approval, the ACC shall notify Owner in writing whether the Plans and Specifications are approved or disapproved. If the Plans and Specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the Plans and Specifications submitted by the Owner have not been approved or disapproved within sixty days after being submitted, the Plans and Specifications so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of these Restrictions nor extend to any deviation from or alteration to the plans submitted nor to any matter requiring a written variance. The Board of Directors may establish reasonable fees to be charged for review by the ACC of Plans and Specifications.

At such time as the Developer ceases to own any Lot, the following requirements shall apply to ACC denial letters: Denial letters shall be delivered by certified mail, hand delivery or electronic delivery, must state in reasonable detail the reasons for the denial, and specify changes, if any, to the application or improvements required as a condition of approval. Each such denial letter will also inform the Owner that they may request a hearing before the Board of Directors of the Association on or before the thirtieth day after the letter is mailed to the Owner.

Section 5.04. Authority and Discretion Granted. The ACC shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or compatible of more than one interpretation. The goal of the ACC is to encourage the construction of Improvements of good architectural design, quality and proper size compatible with Developer's conceptual plan for the Subdivision. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the ACC, create an attractive and harmonious blend with existing and proposed Improvements in the immediate area and the natural surroundings. The ACC may disapprove the construction or design of an Improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other Owners or to preserve the serenity and natural beauty of any surroundings.

Section 5.05. Immunity from Liability. Members of the ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these Restrictions for any damage or injury to property or for damage or loss arising out of their acts hereunder. The

ACC's evaluation of Plans and Specifications is solely to determine compliance with the terms of these Restrictions and the aesthetics or the proposed Improvements. The ACC does not have any responsibility to determine compliance with any applicable building code, safety standard or other standard for construction. Neither the Developer, nor the ACC or Board, nor any member of the ACC or Board shall be liable in damages, or otherwise, to anyone submitting Plans and Specifications for approval or to any Owner who believes that they were adversely affected by reason of mistake of judgment, negligence or misfeasance in connection with the approval or disapproval of plans or requests for variance.

Section 5.06. Variances. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of these Restrictions or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an Improvement which is in variance from these Restrictions or any standard or guideline adopted by the ACC. In any case, however, the Improvement with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty days of the submission of such request. No member of the ACC shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of, or refusal to, any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC. Each request for a variance submitted hereunder shall be reviewed independently of similar and the grant of a variance to any Owner shall not constitute a waiver of the ACC's right to deny a variance to any Owner.

Section 5.07. Appeals of Denials Decisions. After such time as the Developer ceases to own any Lot, if an Owner submits a timely hearing request to appeal a denial by the ACC, the decisions of the ACC denying applications for improvements may be appealed to the Board of Directors of the Association. The hearing shall take place on or before the thirtieth day after the date the Association receives an Owner's hearing request, and the Board of Directors shall notify the Owner of the date, time and place of the hearing not later than the tenth day before the date of the hearing. Both the Owner and the Board of Directors are entitled to one postponement of the hearing for ten days or less. Additional postponements may be granted by agreement of the parties. The Board or the Owner may make an audio recording of the meeting. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Declaration. Only one hearing is required.

Section 5.08. Standing to Enforce this Article. In the event of construction of an Improvement or threatened construction of an Improvement in violation of these Restrictions, any Owner, the Association, Developer or the ACC may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor, provided that, except in cases where a temporary restraining order or temporary injunction is sought, each such offending party shall first be given

written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit.

ARTICLE VI
CONSTRUCTION REQUIREMENTS

Section 6.01. Dwellings. Only one single-family residential dwelling with a detached or attached garage may be constructed on any Lot. In addition, one guest dwelling may be constructed on any Lot, so long as such guest dwelling is attached to the primary residence by a common roof. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. All dwellings and outbuildings must be constructed with new materials, except that used brick, stone, wooden beams, and doors may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. As used herein, the term "single family residential dwelling" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for condominiums or apartments.

Section 6.02. Outbuildings. Outbuildings may be constructed, so long as they are of good construction, kept in good repair, and are not used for temporary or permanent residential purposes. All outbuildings must be approved in writing by the ACC prior to construction of same being commenced. All outbuildings must be screened from view by a fence or structure approved by the ACC.

Section 6.03. Garages and carports. Each dwelling shall be constructed with a garage suitable for parking two standard size automobiles. Garages may be attached or detached, and the exterior of all garages shall match the exterior of the main structure. Carports may be allowed with ACC approval, but they shall be in addition to the requirement that there be a garage, not instead of it.

Section 6.04. Minimum Square Footage, Masonry, Exterior Materials and Dwelling Cost. A).

Phase I (Blocks 1 through 4, inclusive): In Phase I of the Subdivision, any single story residential dwelling must have at least 1,400 square feet of living area, and any multiple story residential dwelling must have at least 1,600 square feet of living area, with at least 1,200 square feet included within the first story.

B. Phase II (Blocks 5 through 8, inclusive): In Phase II of the Subdivision, any single story residential dwelling must have at least 1,600 square feet of living area, and any multiple story residential dwelling must have at least 1,800 square feet of living area, with at least 1,400 square feet included within the first story.

C. All porches, garages, guest dwellings, and outbuildings are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. Each residential dwelling must have a minimum of fifty percent of either brick, rock or stucco masonry construction on the front elevation, exclusive of openings. The exterior of all buildings must have a coastal theme and be constructed of masonry, wood (excluding plywood), lap and gap twelve foot siding and mix, or a combination thereof. Plywood, T1-11 and asbestos shingle siding is not allowed.

Section 6.05. Lot Lines/Setbacks. No building of any kind shall be located on any Lot nearer than twenty feet to the front lot line, twenty feet to the rear lot line, or five feet from the side lot line, except that on Lots determined by the ACC to be cul-de-sac lots, no building may be constructed nearer than fifteen feet to the front lot line or fifteen feet to the rear lot line. The Developer reserves the right to grant exceptions to the setback lines shown on the Plat, and upon filing notice of such exception for record in the Official Public Records of Real Property of Aransas County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the Plat. In the event that more than one Lot are owned jointly, and thereafter ownership is separated, the lines between the separated Lots shall be burdened by the setback lines described herein, as if they had never been treated jointly for setback purposes.

Section 6.06. Governmental Requirements. No building, structure or improvement shall be placed, erected, modified or constructed on any Lot unless and until all applicable governmental requirements, including issuance of permits and/or licenses, have been met. Each Owner shall provide the ACC with copies of every such permit and/or license prior to commencement of construction.

Section 6.07. Duty to Complete Promptly. Any Improvement commenced on any Lot shall be completed as to exterior finish and appearance within six months from the date construction materials were first delivered to the Lot.

Section 6.08. Waste Receptacle and Temporary Toilet. During construction of a dwelling each Owner shall provide a waste receptacle on his Lot for disposal of construction debris resulting from the construction on that Lot. Each Owner shall also provide a temporary or portable toilet during the construction on his Lot.

Section 6.09. Solar Devices. The design, placement and materials of solar devices are subject to regulation by the Association to the extent such regulation is permitted pursuant to Section 202.010, Texas Property Code.

Section 6.10. Composting Devices, Rain Barrels and Rainwater Harvesting. The design, placement and materials of composting devices, rain barrels and rainwater harvesting systems are subject to regulation by the Association to the extent such regulation is permitted pursuant to Section 202.007, Texas Property Code.

Section 6.11. Religious Displays. One or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief are permitted on the Owner's property, except to the extent that they:

- (1) threaten the public health or safety;
- (2) violate a law other than a law prohibiting the display of religious speech;
- (3) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (4) are installed on property owned or maintained by the Association;
- (5) violate any applicable building line, right-of-way, setback, or easement; or
- (6) are attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

Section 6.12. Flags, Flag Poles and Roofing Material. The design, placement, materials, lighting and noise limitations of flag poles, flags of the United States, the State of Texas, and branches of the United States military and certain roofing material are subject to regulation by the Association to the extent such regulation is permitted pursuant to Section 202.011, Texas Property Code.

Section 6.13. Roofing. Except as otherwise provided by Section 202.011, Texas Property Code, or other applicable law, roofs on Lots of dwellings must be made of architectural three tab composition shingle, standing seam metal or tile. Corrugated metal roofing and siding are not allowed.

ARTICLE VII USE RESTRICTIONS

Section 7.01. Single Family Residential Use. All Lots may be used for single family residential purposes only. No residence shall be occupied, even on a temporary basis, until water service is connected.

Section 7.02. Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, nor shall they be connected, even temporarily, to any electric, water, sewer, cable television or other utilities. However, the Developer reserves the right to grant approval to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other Improvements within the Subdivision. This sentence shall take precedence over any conflicting provision of these Restrictions.

Section 7.03. Fences. All fences must be constructed with new materials. All fences forward of the front wall line of a dwelling, on the sides of the Lot and along the front, must be constructed of vertically oriented wrought iron pickets, and shall not exceed four feet in height. All other fences shall be no taller than six feet, and they shall be constructed of vertically oriented wooden pickets. No fence shall not be constructed or put in place unless and until approved in writing by the Architectural Control Committee of the Association, referenced above, provided, however, that Owners are entitled to install perimeter fencing subject to the foregoing fence type standards.

Section 7.04. Prohibition of Offensive Activities. Except as provided in Sections 7.02 and 7.15, operation of a business on a Lot will not be permitted. This Restriction is waived in regard to the customary sales activities required to sell Lots in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the residents of the Subdivision.

Section 7.05. No Further Subdividing. No Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 7.06. No Oil or Mining Operations. No oil drilling, oil development operations, oil refining, gas extraction, quarrying or mining operations will be permitted on any Lot. No oil wells, tanks, derricks, bores, tunnels, mineral excavations or shafts are allowed.

Section 7.07. Storage of Personal Property, Refuse, and Prohibited Items. No Lot shall be used for the open storage of any personal property or materials whatsoever, which storage is visible from any road, Common Area or other Lot. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the Improvements. No Lot shall be used or maintained as a dumping ground for rubbish. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road rights-of-way.

Section 7.08. Vehicle Parking and Storage. No abandoned, junked, unsightly, or inoperable automobile, truck, trailer, or vehicle of any kind shall be stored or kept on any Lot, except in an enclosed structure which meets the requirement of these Restrictions. A vehicle shall be deemed "inoperable" if it does not have a current vehicle license registration and valid vehicle safety inspection required for use of said vehicle on public roads. Further, no major automobile repair work or dismantling shall be conducted on any portion of any Lot except in an enclosed garage or in facilities protected from the view of the public and other residents. No dump trucks, large commercial trucks (i.e., having a load-bearing capacity of greater than one and one-half ton), trailers designed for use with large commercial trucks, or heavy commercial equipment may be parked on or near any Lot except temporarily as needed for residential construction or maintenance of easements by easement holders to the Property. No boat, watercraft, trailer, recreational vehicle, bus, or motor home shall be parked, kept, or stored on the driveway or front yard of any Lot for longer than two days, except in an enclosed structure which meets the requirements of these Restrictions, or screened and fenced from view from all other Lots and streets. Each Owner shall provide appropriate space for off-road parking of vehicles on his Lot. The parking of vehicles on Lots, Common Area and the streets of the Subdivision shall be subject to rules and regulations established by the Board of Directors. Any vehicle parked in violation of those rules and regulations may be towed from any Lot, Common Area or street at the expense of the violator.

Section 7.09. Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 6.08 above. All dwellings placed on a Lot must be served with water and electricity, and no individual water supply system or sewage disposal system will be permitted on any Lot.

Section 7.10. Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except for one professional sign of not more than one square foot, and one professionally made sign not more than five square feet, advertising an Owner's Lot for sale, rent or during home construction (other than political signs, which are permitted, subject to regulation by Developer and the Association as provided by Section 202.009, Texas Property Code). Developer shall have the right to remove and dispose of any sign which is placed on any Lot in violation of these Restrictions, and in doing so, shall not be liable, and is hereby expressly relieved from any liability, for trespass or other action in connection therewith, or arising from

such removal and disposal. Developer shall have the right to erect any size sign for the purpose of identifying and advertising property.

Section 7.11. Driveways and Sidewalks. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained, and approval has been obtained from the ACC. All driveways shall be made of minimum 2,500 psi concrete with broom finish. Asphalt driveways from the street to the front elevation of any home will not be allowed. Street sidewalks must be in accordance with the requirements of the City of Rockport, Texas, and Aransas County, Texas. All flatwork and sidewalks must be broom finish concrete.

Section 7.12. Drainage. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the ACC.

Section 7.13. Hunting/Firearms. Hunting and/or discharging of firearms is expressly prohibited in the Subdivision. Trapping of hogs is permitted.

Section 7.14. Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, household pets, such as cats, dogs and birds may be raised or kept within the Property, provided they are restrained from roaming freely. Otherwise, no animals may be raised or maintained on any Lot. Poultry are prohibited, as is any other breed or species of any animal declared by the Board of Directors to be not suitable for keeping in the Subdivision.

Section 7.15. Home Office/Telecommuting. No business shall be conducted on any Lot; provided, however, that home offices and/or telecommuting shall not be prohibited. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees.
- (c) The activity is incidental and secondary to the use of the property for residential purposes.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or parking.
- (e) The activity does not include any advertising, window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- (g) Outdoor storage of any items related to business activity is prohibited.

Section 7.16. Holiday Lighting and Decorations. Holiday lighting and decorations that are not patently profane, obscene, offensive, or blasphemous of any person or religion, and that are not religious displays as described in Section 6.11 above, are permitted, provided that they shall not

be displayed on any Lot so as to be visible from any street, Common Area or other Lot other than no sooner than thirty days before and fourteen days after the holiday in question.

Section 7.17. Leases. Each lease shall require that the occupants of the Lot abide by these Restrictions. Each lease shall provide that failure of any tenant, their assigns and guests shall constitute an event of default under the lease. The Association shall have the right to declare a tenant in default of these Restrictions, and to cause an Owner's tenants to be evicted, or to evict tenants directly, in the event of a violation of these Restrictions. No Lot or portion of any Lot shall be leased or rented for any term of less than six months except for leases between buyers and sellers incident to the sale of a home. Each Owner shall provide to the Association, upon request, the names, mailing address, email address and phone number of each person residing in a dwelling pursuant to a lease.

Section 7.18. Maintenance of Lots and Improvements. Each Owner shall maintain their Lot and all Improvements thereon at all times in a neat and tidy manner. Lots shall be regularly mowed and other vegetation shall be pruned, manicured and otherwise not allowed to become overgrown. Each Improvement located on each Lot shall be kept in a good state of maintenance and repair. Painted or stained objects shall be touched up as necessary to maintain an attractive appearance. No Improvement located on any Lot, whether real or personal, shall be allowed to fall into or remain in disrepair or become unsightly. The Board of Directors of the Association shall be and is hereby granted the sole authority to determine compliance with the requirements of this Section.

Section 7.19. Window Coverings and Displays. No window visible from any street, Common Area or other Lot shall be covered in whole or in part with any aluminum foil, tinfoil, newspaper, sheet, or other material not designed for use as window covering. No object may be displayed in any window which is, in the sole opinion of the Board of Directors of the Association, profane, obscene, offensive, or blasphemous of any person or religion.

ARTICLE VIII ASSESSMENTS

Section 8.01. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, and the lien for assessments established in Article VI, Section 5 of the Original Declaration is hereby extended for all charges assessed under these Restrictions. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting recreation, health, safety and welfare of the Members, preserving or

enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

Section 8.03. Basis and Maximum of Annual Assessments. The annual assessments shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made.

Section 8.04. Special Assessments. In addition to the annual assessments provided for in Section 8.03, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Area or Common Facilities, or to finance or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of seventy-five percent of the votes of Members, cast at a meeting duly called for this purpose, written notice of which shall be sent at least thirty days in advance and shall set forth the purpose of the meeting.

Section 8.05. Increase of Annual Assessments. The annual assessment may be adjusted by majority vote of the Board of Directors.

Section 8.06. Quorum for Any Action Authorized Under Sections 8.04. The quorum required for any action by Members authorized by Section 8.04 hereof shall be as follows:

At the first meeting called, as provided in Section 8.04 hereof, the presence at the meeting of Members, their absentee or electronic ballots, or of proxies, entitled to cast seventy-five percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirements set forth in Section 8.04, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than forty-five days following the preceding meeting.

Section 8.07. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots as of the date they are made subject to these Restrictions. The due date of any special assessment under Section 8.04 hereof shall be fixed in the resolution authorizing such assessment.

Section 8.08. Assessments on Developer-owned Lots. Lots owned by the Developer as of the date the annual assessment is due, as set by the Board of Directors of the Association pursuant to Section 8.07 above, are subject to an assessment in such amount as Developer determines in its sole and absolute discretion to be appropriate, of no less than \$10.00 per Lot per year.

Section 8.09. Duties of the Board of Directors. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which

shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Association, shall be conclusive evidence of payment of any assessment herein stated to have been paid. The Association may charge a reasonable fee for issuing such a certificate.

Section 8.10. Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. If any assessment or other sum due the Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate set by the Board of Directors of the Association or the maximum allowed by law (whichever is less), and the Association may bring an action at law against the Owner to pay the same, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Areas, or non-existence of Common Area.

In addition to the foregoing charges for delinquent accounts, each owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which costs and charges shall also be subject to the liens of the Association.

Section 8.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase or improvement mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE IX ENFORCEMENT

In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, or regulations herein referenced or permitted, by any Owner, his family,

guests, lessees or licensees shall authorize the Association (in the case of all of the following remedies) or any Owner [in the case of the remedy provided in (d) below, other than for non-payment of assessments], to avail itself of any one or more of the following remedies:

- (a) The suspension by the Association of rights to use any Association property for a period not to exceed thirty days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
- (b) The right of the Association to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
- (c) The right to file a notice of violation in the Official Public Records of Real Property of Aransas County, Texas;
- (d) The right to file a lawsuit seeking injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs;
- (e) The imposition by the Association of a special charge not to exceed \$50.00 per day per violation); or,
- (f) The right of the Association to report any delinquency of an Owner to a credit reporting service.

Except when a temporary restraining order or temporary injunction is sought, before the Association may invoke the remedies as set forth in Sections (a), (d), (e) and (f) above, it shall give written notice of such alleged violation to Owner and an opportunity for the Owner to request a hearing before the Board of Directors. If the Owner makes a request for a hearing before the Board of Directors on or before the thirtieth day after the date the violation notice was mailed, then the Board shall hold the hearing within thirty days from the date the request is received. At least ten days prior to the hearing the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter that the Association intends to introduce at the hearing. If the Association does not provide a packet by the deadline to do so, the Owner is entitled to an automatic fifteen-day postponement of the hearing. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

If after the hearing, a violation is found to exist, the Association's right to proceed with the remedy selected shall be absolute. Failure of the Association or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the institution of enforcement proceedings or the filing of suit by the Association.

All assessments, charges and costs imposed by the Association and unpaid when due shall bear interest at the rate of eighteen percent per annum from the date due until paid, said interest to be compounded monthly.

ARTICLE X
GENERAL PROVISIONS

Section 10.01. Covenants Running With The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot in the Subdivision shall have the right to either prevent a breach of any of these Restrictions, or enforce the performance thereof, other than non-payment of any assessment, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer or the Association to enforce any of these provisions, nor shall the failure of the Developer or the Association to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer and the Association shall not have liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

Section 10.02. Exempt Property. Lots owned by the Developer are also exempt from the requirements of Articles V, VI and VII of this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Section 10.03. Partial Liability. Invalidation of any covenant or restriction shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Section 10.04. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years.

Section 10.05. Amendment. Subject to Section 10.03 paragraph hereto, the covenants, conditions and restrictions may be amended during the first twenty-year period following the date this Fourth Amended and Restated Declaration is filed in the Official Public Records of Aransas County, Texas, upon the express consent of not less than two-thirds of the Lot Owners. Furthermore, Developer shall have the unilateral right to amend this Fourth Amended and Restated Declaration, and all future versions of it, at any time so long as Developer owns one or more Lots in the Subdivision. No amendment shall be effective until recorded in the Official Public Records of Real Property of Aransas County, Texas, nor until the required approval of any governmental regulatory body shall have been obtained.

Section 10.06. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was

unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

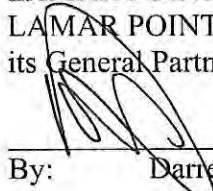
ARTICLE XIII
ADDITIONAL INFORMATION

Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot may be adopted by Developer or the Association, in which they shall be maintained at the offices of the Association as well as filed in the Official Public Records of Aransas County, Texas. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

The foregoing Fourth Amended and Restated Declaration was approved by the Developer, as certified by the signature of its authorized representative below.

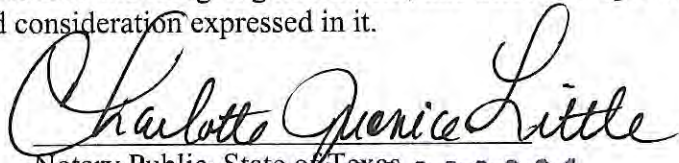
EXECUTED this 31 day of March, 2022.

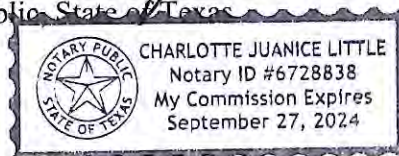
LAMAR POINTE PRESERVE, L.P., acting by and through
LAMAR POINTE GEN PAR, LLC,
its General Partner

By:  _____
Darren Gerloff, Its Manager

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Darren Gerloff, Manager of Lamar Pointe Gen Par, LLC, acting as the general partner of Lamar Pointe Preserve, L.P., known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.


Notary Public, State of Texas



390631

AFTER RECORDING RETURN TO:
Lamar Pointe Preserve Home Owner's Association, Inc.
14955 Bulverde Rd.
San Antonio, TX 78247

5908 001/2232684v4

20/102
Orig Rtd@Cntr
Daren Gerloff

**FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS**
AT 1:36 P. M.

APR 12 2022

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was
FILED on the date and at the time affixed hereon by me and was duly RECORDED in
the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS
as stamped hereon by me.



Carrie Arrington
CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS