



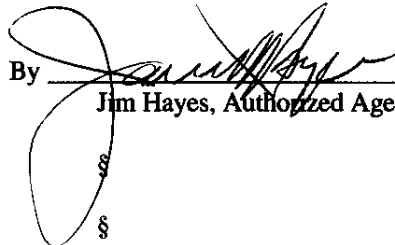
**APPOINTMENT OF
ARCHITECTURAL CONTROL COMMITTEE
FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This Appointment of members of the Laguna Harbor Architectural Control Committee (the "Appointment") is hereby made by Laguna Resources, LTD, a Texas limited liability company, who is the "Declarant" as defined by the recorded Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 2005004442 of the Official Public Records of Galveston County, Texas, as amended from time to time. In accordance with the provisions of Section 6.02 of the Master Declaration, Laguna Resources, LTD as Declarant hereby appoints the following persons to serve as Members of the Architectural Control Committee for Laguna Harbor Subdivision

1. Bradley B. Ballard
2. Michael P. Lege
3. Jim Hayes

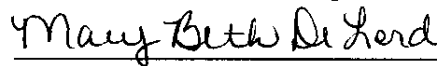
Executed this 3rd day of December, 2013

Laguna Resources, Ltd.

By 
Jim Hayes, Authorized Agent

THE STATE OF TEXAS
COUNTY OF JEFFERSON

This instrument was acknowledged before me on this the 3rd day of December, 2013, by Jim Hayes, Authorized Agent of **LAGUNA RESOURCES, LTD** a Texas limited partnership


NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO
Mike Lege
P O Box 22858
Beaumont, TX 77720



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2013075166

December 06, 2013 11 31 26 AM

FEE \$21 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS



**APPOINTMENT OF
ARCHITECTURAL CONTROL COMMITTEE
FOR
LAGUNA HARBOR SUBDIVISION,
A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

This Appointment (the "Appointment") of Members of the Architectural Control Committee (the "Committee"), is hereby made by Laguna Resources, LTD, a Texas limited liability company, who is "Declarant" as defined by the recorded Declaration of Covenants, Conditions and Restrictions for **Laguna Harbor Subdivision**, (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 2005004442 of the Official Public records of Galveston County, Texas, as amended from time to time. In accordance with the provisions of Section 6.02 of the Master Declaration, Laguna Resources, LTD. as Declarant hereby appoints the following persons to serve as Members of the Architectural Control Committee for Laguna Harbor Subdivision.

1. Bradley B. Ballard
2. Ryan Harris
3. John Morgan

Execute this 18th day of March, 2014

Laguna Resources, LTD

By: _____

Jim Hayes, Authorized Agent

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 18th day of March, 2014, by Jim Hayes, as Authorized Agent of **LAGUNA RESOURCES, LTD**, a Texas limited liability company.

Mary Beth DeLord

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Mike Lege
P.O. Box 22858
Beaumont, TX 77720



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2014035942

June 27, 2014 02:14:49 PM

FEE: \$26.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS



MANAGEMENT CERTIFICATE FOR LAGUNA HARBOR
PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

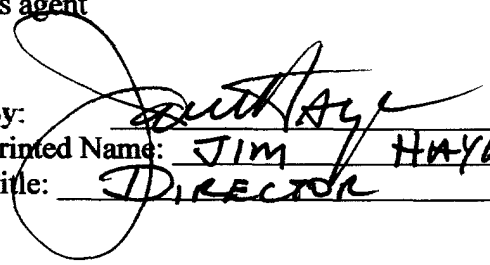
GALVESTON COUNTY §

The undersigned, being a Director of Laguna Harbor Property Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

1. **Name of Subdivision:** The name of the subdivision is Laguna Harbor.
2. **Name of Association:** The name of the Association is Laguna Harbor Property Owners Association, Inc.
3. **Recording Data for the Subdivision Development:** Laguna Harbor, situated in Galveston County, Texas, as shown in the Map or Plat of said subdivision filed of record in Volume 2004A, Pages 148, 149, of the map records in the office of the County Clerk of Galveston County, Texas, and all amendments to or replats of said maps or plats, if any.
4. **Recording Data for the Declaration:** The recording data for the Declaration applicable to the Subdivision Development is as follows: **Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision**, recorded as Document No. 2005004442, Official Public Records, Galveston County, Texas, and all amendments and supplements to said Declaration, if any.
5. **Name and Mailing Address for the Association:** The name and mailing address for the Association is: Laguna Harbor Property Owners Association, Inc., P.O. Box 22858, Beaumont, Texas 77720.

Executed on this 18th day of June, 2014.

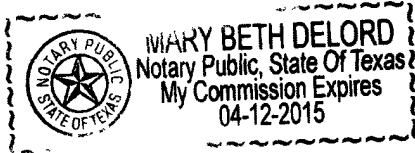
LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC., acting by and through
its agent

By: 
Printed Name: JIM HAYES
Title: DIRECTOR

STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 18, 2014, by Jim Hayes, a Director of Laguna Harbor Property Owners Association, Inc., a Texas non-profit corporation.



Mary Beth DeLORD
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Mike Lege
P.O. Box 22858
Beaumont, TX 77720
Phone: (409) 861-4499

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2014035941

June 27, 2014 02:14:49 PM

FEE: \$30.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

DESIGNATION OF DECLARANT

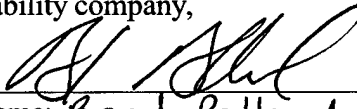
STATE OF TEXAS

COUNTY OF GALVESTON

The undersigned, Laguna Harbor, LLC, a Texas limited liability company, hereby states for all purposes and in all things that it is the holder of all rights of Declarant as provided in that certain Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision recorded at Galveston County Clerk's Instrument No. 2005004442 in the Official Public Records of Real Property of Galveston County, Texas, as amended and supplemented, (collectively, "Declaration") and is now the Declarant thereunder.

Dated this 1st day of June, 2015.

LAGUNA HARBOR, LLC, a Texas limited liability company,


 Name: Brad Ballard
 Title: Manager

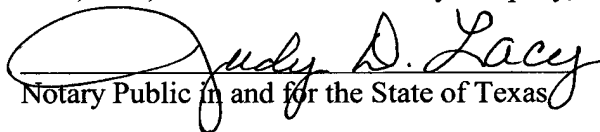
STATE OF TEXAS

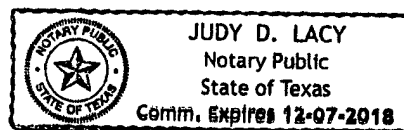
§

COUNTY OF GALVESTON

§

This instrument was acknowledged before me on the 1 day of JUNE, 2015 by Brad Ballard, Manager of and on behalf of Laguna Harbor, LLC, a Texas limited liability company,


 Notary Public in and for the State of Texas



FILED AND RECORDED

Instrument Number: *2015034311*

Recording Fee: 26.00

Number Of Pages: 2

Filing and Recording Date: 06/01/2015 12:57PM

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 fluid and cursive, with a horizontal line drawn 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.*

Stewart Title Company

**FIRST SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This **First Supplemental Declaration of Covenants, Conditions and Restrictions** (the "First Supplemental Declaration") **For Laguna Harbor Subdivision** is made and executed on the date hereinafter set forth by **Laguna Resources, Ltd.**, a Texas limited partnership ("Declarant"), and is joined herein for the purposes hereinafter set forth by Capital One, National Association, Wachovia Bank and Crown Team Construction, L L C

WHEREAS, Declarant is the owner of that certain tract or parcel of land containing approximately 54 739 acres of land, more or less, out of and part of the Townsite of Port Bolivar, a subdivision in Galveston County, Texas, and being that same land and property generally known as the **Laguna Harbor Subdivision** (the "Subdivision"), as described in the Map or Plat of said Subdivision filed of record in Volume 2004A, Pages 148 and 149 of the map records in the office of the County Clerk of Galveston County, Texas (the "Plat" or "plat"), and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 200500442 of the Official Public Records of Galveston County, Texas, Declarant made all of the land and property within the Subdivision subject to the covenants, conditions and restrictions of the Master Declaration, and

WHEREAS, pursuant to the terms of the Master Declaration, Declarant has established and organized a property owners association for the Subdivision known as the **Laguna Harbor Property Owners Association** (the "Association"), which has all of the power and authority set forth in the Master Declaration and under the Association's Articles of Incorporation and Bylaws, and

WHEREAS, Article X of the Master Declaration provides, in part, that Declarant may add or annex additional real property to the scheme of the Master Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declaration"), and

WHEREAS, Article X of the Master Declaration further provides, in part, that any such Supplemental Declaration may contain complementary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Master Declaration as they relate to the additional property to be brought within the scheme of the Master Declaration, and

WHEREAS, the Declarant now desires to bring into the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 0 554 acre tract or parcel of land, to be known as "**Laguna Harbor, Section 2**", said 0 554 acre tract of land being described by metes and bounds in Exhibit "A" hereto attached, which exhibit is made a part hereof by reference

NOW, THEREFORE, **Laguna Resources, Ltd.**, a Texas limited partnership (the "Declarant"), hereby makes this First Supplemental Declaration under and in accordance with the provisions of the Master Declaration

I

The Declarant, being the owner of the above-described 0 554 acre tract, has caused said 0 554 acre tract to be subdivided and platted into an addition in Galveston County, Texas, known and to be known as **Laguna Harbor, Section 2**, an Addition in Galveston County, Texas (hereinafter referred to as

"Laguna Harbor, Section 2"), in accordance with the Plat of said **Laguna Harbor, Section 2**, prepared by Sidney Bouse, Registered Professional Land Surveyor, and filed for record on November 28, 2005, under File Number 200508752, and in Volume 2005B Page 18 of the Map Records of Galveston County, Texas, and, acting under and pursuant to the provisions of the Master Declaration, the Declarant hereby brings said 0.554 acre tract of land within the scheme of the Master Declaration and within the jurisdiction of the Association, and said **Laguna Harbor, Section 2**, shall henceforth constitute an addition to and be a part of the Subdivision

II

The Declarant hereby and herewith adopts the Plat of Laguna Harbor, Section 2 (the "Section 2 Plat") and does hereby dedicate the easements for street, utility and drainage purposes shown and reflected upon the Section Two Plat, and does hereby impose upon the Lots in Laguna Harbor, Section 2, the basic restrictions and blanket easements set forth upon the Section Two Plat

III

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration, together with all of the blanket easements reserved, granted or created by the Master Declaration, are hereby extended and made expressly applicable to Laguna Harbor, Section 2, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Master Declaration, as modified and supplemented hereby, and subject to the easements and basic restrictions set forth and reflected upon the Section Two Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 0.554 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns

IV

Notwithstanding any provision in the Master Declaration to the contrary, fractional ownership and co-ownership of Lots in Laguna Harbor, Section 2, shall be permitted. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in Laguna Harbor, Section 2, shall be a member of the Association. Each Lot shall carry with it one vote, which may be cast by the owner or co-owners of the Lot, but in no event shall more than one vote be cast with respect to any Lot, except as otherwise expressly provided in the Master Declaration

V

Each Lot and property owner in Laguna Harbor, Section 2, shall be subject to all maintenance and assessments provided for in the Master Declaration. A schedule of each Lot's relative factor for each type of assessment is attached hereto as Exhibit "B" and is incorporated herein by reference

VI

The modified or supplemental restrictions or limitations set forth in this First Supplemental Declaration are and shall be applicable solely and only to the Lots in Laguna Harbor, Section 2, and shall not in anywise be deemed or construed to supplement, amend, or modify the provisions, covenants, conditions, restrictions and reservations of the Master Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this First Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration are hereby and herewith expressly extended and made applicable to the Lots in Laguna Harbor, Section 2

VII

Capital One, National Association, successor to Hibernia National Bank ("Lienholder"), being the holder of a lien on all of the property in the Subdivision, including but not limited to Laguna Harbor, Section 2, joins with Declarant in the execution of this First Supplemental Declaration for the purposes of (a) consenting to and adopting the Section Two Plat, (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Section Two Plat, together with all other easements granted or reserved by Declarant in this First Supplemental Declaration or in the Master Declaration (insofar as same are on, across or affect Laguna Harbor, Section 2), (c) subordinating its liens to all of the aforementioned easements and easement rights, and (d) subordinating its liens to the restrictions, covenants and conditions imposed by Declarant on Laguna Harbor, Section 2, by this First Supplemental Declaration or by the Master Declaration (insofar as same relate to or affect Laguna Harbor, Section 2) However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this First Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns

VIII

Notwithstanding the statements set forth above identifying Declarant as the current owner of all of the lots in Laguna Harbor, Section 2 and identifying the Lienholder as the holder of a lien on all of such lots, the parties to this instrument acknowledge that after filing the Section 2 Plat Declarant sold and conveyed Lots 17, 18 and 19 in Laguna Harbor, Section 2, to Crown Team Construction, L L C , who at the time of filing this First Supplemental Declaration is the record owner of such lots, and that Wachovia Bank is the holder of a lien on such lots Crown Team Construction, L L C and Wachovia Bank join in the execution of this First Supplemental Declaration for the purposes of (a) consenting to and adopting the Section Two Plat, (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Section Two Plat, together with all other easements granted or reserved by Declarant in this First Supplemental Declaration or in the Master Declaration (insofar as same are on, across or affect Laguna Harbor, Section 2), (c) Wachovia Bank subordinating its liens to all of the aforementioned easements and easement rights, and (d) Wachovia Bank subordinating its liens to the restrictions, covenants and conditions imposed by Declarant on Laguna Harbor, Section 2, by this First Supplemental Declaration or by the Master Declaration (insofar as same relate to or affect Laguna Harbor, Section 2) However, Crown Team Construction, L L C and Wachovia Bank join herein solely as a lot owner in the case of Crown Team Construction, L L C and solely as a lienholder in the case of Wachovia Bank and only for the purposes set forth above in this First Supplemental Declaration, and they do not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor do they make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns

IN WITNESS WHEREOF Declarant and each of the other undersigned parties have caused this First Supplemental Declaration to be executed on this 21 day of August, 2006

DECLARANT

Laguna Resources, Ltd , a Texas Limited Partnership

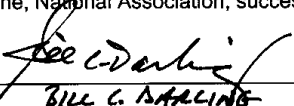
By Crown Team Texas, L L C , a Texas Limited Liability Company, its General Partner

By

Jim Hayes, Manager

LIENHOLDER

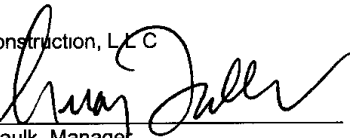
Capital One, National Association, successor to Hibernia National Bank

By 
Name BILL C. DARLING
Title VICE PRESIDENT

Wachovia Bank

By 
Name SCOTT ADAMS
Title VICE PRESIDENT

Crown Team Construction, L.L.C

By 
Leroy Faulk, Manager

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 21 day of August, 2006, by Jim Hayes, Manager of Crown Team Texas, L L C , a Texas limited liability company, general partner of Laguna Resources, Ltd , a Texas limited partnership, on behalf of such limited partnership



Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 21 day of August, 2006, by Brian C. Dooling, Vice President of Hibernia National Bank, a national banking corporation, on behalf of said corporation

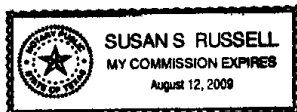


Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 21 day of August, 2006, by Leroy Faulk, Manager of Crown Team Construction, L L C , a Texas limited liability company, on behalf of such limited liability company

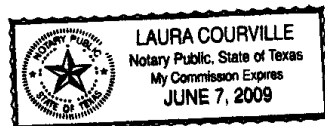


Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 21 day of August, 2006, by Scott Adams, Vice President of Wachovia Bank, on behalf of said entity



Laura Courville
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO

Julie Philp
Crown Team Texas, L L C
P O Box 22858
Beaumont, TX 77720
Phone (409) 924-9421

EXHIBIT "A"
TO THE
FIRST SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

Legal Description of Section 2

METES AND BOUNDS DESCRIPTION

Being a 0.554 Acre tract of land out of the TOWNSITE OF PORT BOLIVAR, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 113, Page 1 of the Map Records and transferred to Plat Record 10, Map No. 4A, both of the Map Records of Galveston County, Texas. said 2.115 Acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the East right-of-way line of 17th Street (70 foot) and the North right-of-way line of Nelson Avenue (80 foot);

THENCE North 45°33'08" West, a distance of 355.44 feet to the POINT OF BEGINNING;

THENCE North 45°33'08" West, along the East line of said 17th Street, a distance of 300.00 feet;

THENCE North 44°26'52" East, a distance of 80.50 feet;

THENCE South 45°33'08" East, a distance of 300.00 feet;

THENCE South 44°26'52" West, a distance of 80.50 feet to the PLACE OF

BEGINNING and containing 0.554 acres more or less.

EXHIBIT "B"
TO THE
FIRST SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

SCHEDULE OF RELATIVE FACTORS FOR ASSESSMENTS
FOR LOTS IN LAGUNA HARBOR, SECTION 2

<i>Block I</i> Section II	Relative Factor
Lot 10	49
Lot 11	49
Lot 12	49
Lot 13	49
Lot 14	49
Lot 15	49
Lot 16	49
Lot 17	49
Lot 18	49
Lot 19	49

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2006 AUG 24 04:15 PM 2006057927
MAYCLMS \$44.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

STEWART TITLE
08200080/
8000225-LM

**SECOND SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This **Second Supplemental Declaration of Covenants, Conditions and Restrictions** (the "Supplemental Declaration") For **Laguna Harbor Subdivision** is made and executed on the date hereinafter set forth by **Laguna Resources, Ltd.**, a Texas limited partnership ("Declarant"), and is joined herein for the purposes hereinafter set forth by Prosperity Bank

WHEREAS, Declarant is the owner of that certain tract or parcel of land containing approximately 54.739 acres of land, more or less, out of and part of the Townsite of Port Bolivar, a subdivision in Galveston County, Texas, and being that same land and property generally known as the **Laguna Harbor Subdivision** (the "Subdivision"), as described in the Map or Plat of said Subdivision filed of record in Volume 2004A, Pages 148 and 149 of the map records in the office of the County Clerk of Galveston County, Texas (the "Plat" or "plat"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 200500442 of the Official Public Records of Galveston County, Texas, Declarant made all of the land and property within the Subdivision subject to the covenants, conditions and restrictions of the Master Declaration; and

WHEREAS, pursuant to the terms of the Master Declaration, Declarant has established and organized a property owners association for the Subdivision known as the **Laguna Harbor Property Owners Association** (the "Association"), which has all of the power and authority set forth in the Master Declaration and under the Association's Articles of Incorporation and Bylaws, and

WHEREAS, Article X of the Master Declaration provides, in part, that Declarant may add or annex additional real property to the scheme of the Master Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declaration"); and

WHEREAS, Article X of the Master Declaration further provides, in part, that any such Supplemental Declaration may contain complementary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Master Declaration as they relate to the additional property to be brought within the scheme of the Master Declaration; and

WHEREAS, Declarant previously supplemented and amended the Master Declaration by that certain instrument filed for record under File Number 2006057927 and that certain instrument filed for record under File Number 2007023394, to which reference is hereby made for all purposes;



7 PGS

2008013392

WHEREAS, the Declarant now desires to bring into the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 0.452 acre tract or parcel of land, to be known as "**Laguna Harbor, Section 3**", said 0.452 acre tract of land being described by metes and bounds in Exhibit "A" hereto attached, which exhibit is made a part hereof by reference.

NOW, THEREFORE, **Laguna Resources, Ltd.**, a Texas limited partnership (the "Declarant"), hereby makes this Second Supplemental Declaration under and in accordance with the provisions of the Master Declaration:

I.

The Declarant, being the owner of the above-described 0.452 acre tract, has caused said 0.452 acre tract to be subdivided and platted into an addition in Galveston County, Texas, known and to be known as **Laguna Harbor, Section 3**, an Addition in Galveston County, Texas (hereinafter referred to as "**Laguna Harbor, Section 3**"), in accordance with the Plat of said **Laguna Harbor, Section 3**, prepared by Sidney Bouse, Registered Professional Land Surveyor, and filed for record on June 6, 2007, under File Number 2007037337, and in Volume 2007B Page 7 of the Map Records of Galveston County, Texas; and, acting under and pursuant to the provisions of the Master Declaration, the Declarant hereby brings said 0.452 acre tract of land within the scheme of the Master Declaration and within the jurisdiction of the Association, and said **Laguna Harbor, Section 3**, shall henceforth constitute an addition to and be a part of the Subdivision.

II.

The Declarant hereby and herewith adopts the Plat of Laguna Harbor, Section 3 (the "Section 3 Plat") and does hereby dedicate the easements for street, utility and drainage purposes shown and reflected upon the Section 3 Plat, and does hereby impose upon the Lots in Laguna Harbor, Section 3, the basic restrictions and blanket easements set forth upon the Section 3 Plat; provided, however, notwithstanding any notations to the contrary shown in the Section 3 Plat, Declarant hereby confirms, declares and states that the 10 foot pedestrian easement shown in the Section 3 Plat is reserved solely for the benefit of the lot owners in the Laguna Harbor Subdivision and is not dedicated for use by the general public.

III.

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration, together with all of the blanket easements reserved, granted or created by the Master Declaration, are hereby extended and made expressly applicable

to Laguna Harbor, Section 3, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Master Declaration, as modified and supplemented hereby, and subject to the easements and basic restrictions set forth and reflected upon the Section 3 Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 0.452 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

IV.

Notwithstanding any provision in the Master Declaration to the contrary, fractional ownership and co-ownership of Lots in Laguna Harbor, Section 3, shall be permitted. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in Laguna Harbor, Section 3, shall be a member of the Association. Each Lot shall carry with it one vote, which may be cast by the owner or co-owners of that Lot, but in no event shall more than one vote be cast with respect to any Lot, except as otherwise expressly provided in the Master Declaration

V

Each Lot and property owner in Laguna Harbor, Section 3, shall be subject to all maintenance and assessments provided for in the Master Declaration. A schedule of each Lot's relative factor for each type of assessment is attached hereto as Exhibit "B" and is incorporated herein by reference.

VI.

The modified or supplemental restrictions or limitations set forth in this Second Supplemental Declaration are and shall be applicable solely and only to the Lots in Laguna Harbor, Section 3, and shall not in anywise be deemed or construed to supplement, amend, or modify the provisions, covenants, conditions, restrictions and reservations of the Master Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Second Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration are hereby and herewith expressly extended and made applicable to the Lots in Laguna Harbor, Section 3.

VII

Prosperity Bank ("Lienholder"), being the holder of a lien on all of the property in Laguna Harbor, Section 3, joins with Declarant in the execution of this Second

Supplemental Declaration for the purposes of: (a) consenting to and adopting the Section 3 Plat; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Section 3 Plat, together with all other easements granted or reserved by Declarant in this Second Supplemental Declaration or in the Master Declaration (insofar as same are on, across or affect Laguna Harbor, Section 3); (c) subordinating its liens to all of the aforementioned easements and easement rights, and (d) subordinating its liens to the restrictions, covenants and conditions imposed by Declarant on Laguna Harbor, Section 3, by this Second Supplemental Declaration or by the Master Declaration (insofar as same relate to or affect Laguna Harbor, Section 3) However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Second Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

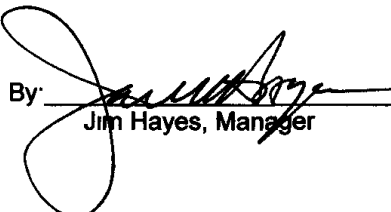
IN WITNESS WHEREOF Declarant and each of the other undersigned parties have caused this Second Supplemental Declaration to be executed on this 4 day of MARCH, 2008

DECLARANT

Laguna Resources, Ltd , a Texas Limited Partnership

By Crown Team Texas, L L C., a Texas Limited Liability Company, its General Partner

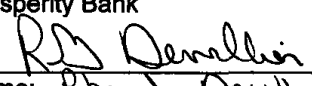
By


Jim Hayes, Manager

LIENHOLDER

Prosperity Bank

By


Name: Rhonda Derriller
Title: President

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

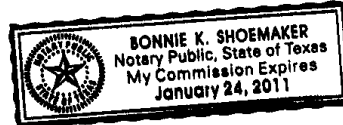
This instrument was acknowledged before me on this the 4 day of March, 2008, by Jim Hayes, Manager of Crown Team Texas, L.L.C., a Texas limited liability company, general partner of Laguna Resources, Ltd., a Texas limited partnership, on behalf of such limited partnership.

Bonnie K Shoemaker

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §



This instrument was acknowledged before me on this the 4 day of March, 2008, by Prosperity Bank, on behalf of said bank.

Bonnie K Shoemaker

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO
Lance Fox
Orgain, Bell & Tucker, L.L.P
470 Orleans, Suite 400
Beaumont, TX 77701

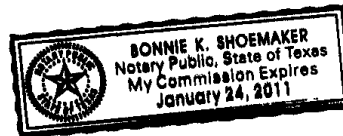


EXHIBIT "A"
TO THE
SECOND SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

Legal Description
Of
LAGUNA HARBOR, SECTION 3

METES AND BOUNDS DESCRIPTION

Being a 0.452 Acre tract of land out of the TOWNSITE OF PORT BOLIVAR, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 113, Page 1 of the Map Records and transferred to Plat Record 10, Map No 4A, both of the Map Records of Galveston County, Texas Said 0.452 Acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Northerly right-of-way line of Nelson Avenue (80 foot) and the Westerly right-of-way line of 23rd Street (75 foot);

THENCE South 44°27'42" West, a distance of 156.61 feet to the POINT OF BEGINNING;

THENCE South 44°27'42" West, along the Northerly line of said Nelson Avenue, a distance of 252.00 feet,

THENCE North 45°33'01" West, a distance of 78.08 feet;

THENCE North 44°23'19" East, a distance of 252.00 feet;

THENCE South 45°33'01" East, a distance of 78.34 feet to the PLACE OF BEGINNING and containing 0.452 acres more or less.

EXHIBIT "B"
TO THE
SECOND SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

SCHEDULE OF RELATIVE FACTORS FOR ASSESSMENTS
FOR LOTS IN LAGUNA HARBOR, SECTION 3

Section 3

	<i>General Maintenance Factor</i>	<i>Canal and Bulkhead Factor</i>
Lot 1	44	None
Lot 2	44	None
Lot 3	44	None
Lot 4	44	None
Lot 5	44	None
Lot 6	44	None
Lot 7	44	None
Lot 8	44	None
Lot 9	44	None

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2008013392

March 11, 2008 04 10 25 PM

FEE \$40 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE

OF

LAGUNA HARBOR

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation, the property owners' association for Laguna Harbor, a residential subdivision in Galveston County, Texas, (the "Development") submits this Management Certificate of Laguna Harbor.

1. The name of the Development is Laguna Harbor.
2. The name of the association for the Development is Laguna Harbor Property Owners Association, Inc. ("Association").

3. The plats for the Development are:

Laguna Harbor, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2004A, Page 148, Galveston County Clerk's Instrument No. 2004068448, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 1");

Laguna Harbor, Section 2, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2005B, Page 18, Galveston County Clerk's Instrument No. 2005080752, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 2");

Laguna Harbor, Section 3, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2007B, Page 7, Galveston County Clerk's Instrument No. 2007037337, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 3"); and

Laguna Harbor, Section 4, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2014A, Page 8, Galveston County Clerk's Instrument No. 2014003061, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 4").

Laguna Harbor, Section 5, recorded in the map records in the office of the County Clerk of Galveston County, Texas, under Galveston County Clerk's Instrument No. 2017049049, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 5").

4. The Subdivision presently consists of Laguna Harbor Section 1, Laguna Harbor Section 2, Laguna Harbor Section 3, Laguna Harbor Section 4, and Laguna Harbor Section 5.

5. Laguna Harbor Section 2 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas.

Laguna Harbor Section 3 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 4 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 5 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

6. The declarations applicable to the Development are: (1) Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas; (2) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 15, 2006 and recorded August 21, 2006 at Galveston County Clerk's Instrument No. 2006056513, Official Public Records of Real Property of Galveston County, Texas; (3) First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas; (4) Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated April 10, 2007 and recorded April 11, 2007 at Galveston County Clerk's Instrument No. 2007023394, Official Public Records of Galveston County, Texas; (5) Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas; (6) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035943, Official Public Records of Galveston County, Texas; (7) Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas; (8) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated December 3, 2014 and recorded December 6, 2013 at Galveston County Clerk's Instrument No. 2013075166, Official Public Records of Galveston County, Texas; (9) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, a Subdivision in Galveston County, Texas, dated March 18, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035942, Official Public Records of Galveston County, Texas; and (10) Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

7. The name and mailing address of the Association is Laguna Harbor Property Owners Association, Inc., c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

8. The name and mailing address of the person managing the Association or the Association's designated representative, is Jordan Cook, LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

9. The Articles of Incorporation for the Association are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. The Amended and restated Bylaws of Laguna Harbor Property Owners Association, Inc., dated February 19, 2014, being the current Bylaws of the Association, are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

10. The Alternative Payment Schedule Policy, Document Production and Copying Policy, Document Retention Policy and Delinquency Collection Policy are attached to that certain Management

Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

11. Declarant for the development is Laguna Harbor, LLC, a Texas limited liability company, as evidenced by that certain Designation of Declarant recorded at Galveston County Clerk's Instrument No. 2015034311 in the Official Public Records of Real Property of Galveston County, Texas.

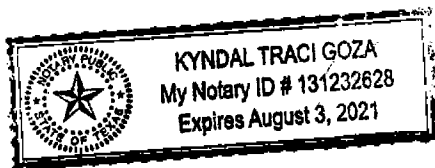
Signed this 12th day of July, 2018.

LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Name: Brad Ballard
Title: President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 12 day of July, 2018 by Brad Ballard, president of and on behalf of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation.



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

FILED AND RECORDED

Instrument Number: 2018042006

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 07/13/2018 9:26AM

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, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE

OF

LAGUNA HARBOR

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON§

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation, the property owners' association for Laguna Harbor, a residential subdivision in Galveston County, Texas, (the "Development") submits this Management Certificate of Laguna Harbor.

1. The name of the Development is Laguna Harbor.
2. The name of the association for the Development is Laguna Harbor Property Owners Association, Inc. ("Association").

3. The plats for the Development are:

Laguna Harbor, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2004A, Page 148, Galveston County Clerk's Instrument No. 2004068448, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 1");

Laguna Harbor, Section 2, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2005B, Page 18, Galveston County Clerk's Instrument No. 2005080752, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 2");

Laguna Harbor, Section 3, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2007B, Page 7, Galveston County Clerk's Instrument No. 2007037337, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 3"); and

Laguna Harbor, Section 4, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2014A, Page 8, Galveston County Clerk's Instrument No. 2014003061, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 4").

Laguna Harbor, Section 5, recorded in the map records in the office of the County Clerk of Galveston County, Texas, under Galveston County Clerk's Instrument No. 2017049049, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 5").

4. The Subdivision presently consists of Laguna Harbor Section 1, Laguna Harbor Section 2, Laguna Harbor Section 3, Laguna Harbor Section 4, and Laguna Harbor Section 5.

5. Laguna Harbor Section 2 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas.

Laguna Harbor Section 3 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 4 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 5 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005

at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

6. The declarations applicable to the Development are: (1) Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas; (2) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 15, 2006 and recorded August 21, 2006 at Galveston County Clerk's Instrument No. 2006056513, Official Public Records of Real Property of Galveston County, Texas; (3) First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas; (4) Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated April 10, 2007 and recorded April 11, 2007 at Galveston County Clerk's Instrument No. 2007023394, Official Public Records of Galveston County, Texas; (5) Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas; (6) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035943, Official Public Records of Galveston County, Texas; (7) Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas; (8) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated December 3, 2014 and recorded December 6, 2013 at Galveston County Clerk's Instrument No. 2013075166, Official Public Records of Galveston County, Texas; (9) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, a Subdivision in Galveston County, Texas, dated March 18, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035942, Official Public Records of Galveston County, Texas; and (10) Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

7. The name and mailing address of the Association is Laguna Harbor Property Owners Association, Inc., c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

8. The name and mailing address of the person managing the Association or the Association's designated representative, is Jordan Cook, LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

9. The Articles of Incorporation for the Association are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. The Amended and Restated Bylaws of Laguna Harbor Property Owners Association, Inc., dated February 19, 2014, being the current Bylaws of the Association, are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

10. The Alternative Payment Schedule Policy, Collection Referral Policy, Document Production and Copying Policy, and Document Retention Policy are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

11. The current Delinquency Collection Policy is attached hereto. All prior versions thereof were revoked.

12. Declarant for the development is Laguna Harbor, LLC, a Texas limited liability company, as evidenced by that certain Designation of Declarant recorded at Galveston County Clerk's Instrument No. 2015034311 in the Official Public Records of Real Property of Galveston County, Texas.

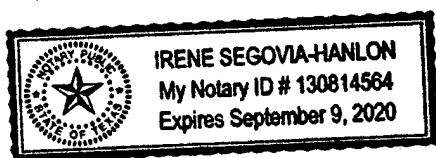
Signed this 23rd day of August, 2019.

LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Name: Brad Ballard
Title: President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

This instrument was acknowledged before me on the 23rd day of August, 2019 by Brad Ballard, _____ of and on behalf of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation.



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

FILED AND RECORDED

Instrument Number: 2019046506

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 08/23/2019 2:57PM

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, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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



**THIRD SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This **Third Supplemental Declaration of Covenants, Conditions and Restrictions** (the "Third Supplemental Declaration") **For Laguna Harbor Subdivision** is made and executed on the date hereinafter set forth by **Laguna Resources, LTD.**, a Texas Limited Partnership ("Declarant"), and is joined herein for the purposes hereinafter set forth by James D. Ebanks, P.C., Trustee, (successor in interest to Capital One, N A) and Propel Financial Services, LLC.

WHEREAS, Declarant is the owner of that certain tract or parcel of land containing approximately 54.739 acres of land, more or less, out of and part of the Townsite of Port Bolivar, a subdivision in Galveston County, Texas, and being that same land and property generally known as the **Laguna Harbor Subdivision** (the "Subdivision"), as described in the Map or Plat of said Subdivision filed of record in Volume 2004A, Pages 148 and 149 of the map records in the office of the County Clerk of Galveston County, Texas (the "Plat" or "plat"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 200500442 of the Official Public Records of Galveston County, Texas, Declarant made all of the land and property within the Subdivision subject to the covenants, conditions and restrictions of the Master Declaration; and

WHEREAS, pursuant to the terms of the Master Declaration, Declarant has established and organized a property owners association for the Subdivision known as the **Laguna Harbor Property Owners Association** (the "Association"), which has all of the power and authority set forth in the Master Declaration and under the Association's Articles of Incorporation and Bylaws; and

WHEREAS, Article X of the Master Declaration provides, in part, that Declarant may add or annex additional real property to the scheme of the Master Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declaration"); and

WHEREAS, Article X of the Master Declaration further provides, in part, that any such Supplemental Declaration may contain complementary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Master Declaration as they relate to the additional property to be brought within the scheme of the Master Declaration; and

WHEREAS, the Declarant now desires to bring into the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 2.463 acre tract or parcel of land, to be known as "**Laguna Harbor, Section 4**", said 2.463 acre tract of land being described by metes and bounds in Exhibit "A" hereto attached, which exhibit is made a part hereof by reference.

NOW, THEREFORE, **Laguna Resources, LTD.**, a Texas Limited Partnership (the "Declarant"), hereby makes this Third Supplemental Declaration under and in accordance with the provisions of the Master Declaration:

I.

The Declarant, being the owner of the above-described 2.463 acre tract, has caused said 2.463 acre tract to be subdivided and platted into an addition in Galveston County, Texas, known and to be known as **Laguna Harbor, Section 4**, an Addition in Galveston County, Texas (hereinafter referred to as "Laguna Harbor, Section 4"), in accordance with the Plat of said **Laguna Harbor, Section 4**, prepared by

Sidney Bouse, Registered Professional Land Surveyor, and filed for record on January 21, 2014 under File Number 2014003061 of the Map Records of Galveston County, Texas; and, acting under and pursuant to the provisions of the Master Declaration, the Declarant hereby brings said 2.463 acre tract of land within the scheme of the Master Declaration and within the jurisdiction of the Association, and said **Laguna Harbor, Section 4**, shall henceforth constitute an addition to and be a part of the Subdivision.

II.

The Declarant hereby and herewith adopts the Plat of Laguna Harbor, Section 4 (the "Section 4 Plat") and does hereby dedicate the easements for common area and pedestrian access, street, utility and drainage purposes shown and reflected upon the Section 4 Plat, and does hereby impose upon the Lots in Laguna Harbor, Section 4, the basic restrictions and blanket easements set forth upon the Section Four Plat. The area indicated as "Pedestrian Easement" and "Bulkhead" (collectively the "Walkway") denoted on said Plat, is hereby dedicated as a Common Area for common use by all residents of Laguna Harbor. The Walkway will be under the control and management of the Association. No improvements, alterations nor construction may be undertaken within or upon the Walkway without the specific written permission of the Association. In addition, the Walkway will at all times be open for unencumbered and unobstructed pedestrian and bicycle traffic usage.

III.

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration, together with all of the blanket easements reserved, granted or created by the Master Declaration, are hereby extended and made expressly applicable to Laguna Harbor, Section 4, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Master Declaration, as modified and supplemented hereby, and subject to the easements and basic restrictions set forth and reflected upon the Section 4 Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 2.463 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

IV.

Each Lot and property owner in Laguna Harbor, Section 4, shall be subject to all maintenance and assessments provided for in the Master Declaration. A schedule of each Lot's relative factor for each type of assessment is attached hereto as Exhibit "B" and is incorporated herein by reference.

V.

The modified or supplemental restrictions or limitations set forth in this Third Supplemental Declaration are and shall be applicable solely and only to the Lots in Laguna Harbor, Section 4, and shall not in anywise be deemed or construed to supplement, amend, or modify the provisions, covenants, conditions, restrictions and reservations of the Master Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Third Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration are hereby and herewith expressly extended and made applicable to the Lots in Laguna Harbor, Section 4.

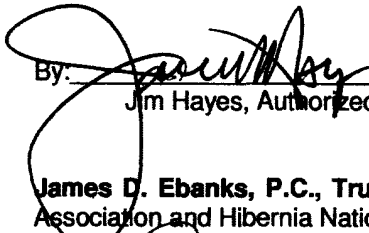
VI.

James D. Ebanks, PC, Trustee, successor to Capital One Bank and Hibernia National Bank and Propel Financial Services, LLC("Lienholders"), being the holders of liens on the 2.463 acres comprising Section 4, join with Declarant in the execution of this Third Supplemental Declaration for the purposes of: (a) consenting to and adopting the Section Four Plat; (b) consenting to the grant or dedication by

Declarant of all street and utility easements shown and reflected on the Section Four Plat, together with all other easements granted or reserved by Declarant in this Third Supplemental Declaration or in the Master Declaration (insofar as same are on, across or affect Laguna Harbor, Section 4); (c) subordinating their respective liens to all of the aforementioned easements and easement rights; and (d) subordinating their respective liens to the restrictions, covenants and conditions imposed by Declarant on Laguna Harbor, Section 4, by this Third Supplemental Declaration or by the Master Declaration (insofar as same relate to or affect Laguna Harbor, Section 4). However, Lienholders join herein solely as a lienholder and only for the purposes set forth above in this Third Supplemental Declaration, and the Lienholders do not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor do the Lienholders make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF. Declarant and each of the other undersigned parties have caused this Third Supplemental Declaration to be executed as of the dates indicated for each party.

DECLARANT: **Laguna Resources, LTD., a Texas Limited Partnership**

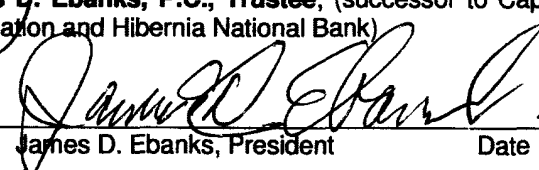
By: 

Jim Hayes, Authorized Agent

3-7-2014
Date

LIENHOLDER:

James D. Ebanks, P.C., Trustee, (successor to Capital One, National Association and Hibernia National Bank)

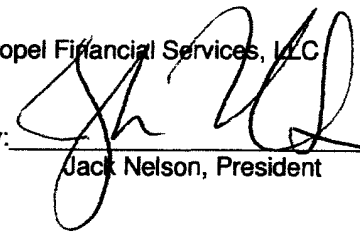
By: 

James D. Ebanks, President

3/8/14
Date

LIENHOLDER:

Propel Financial Services, LLC

By: 

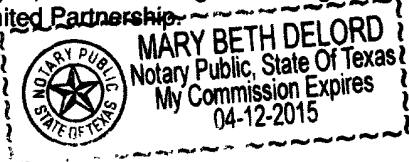
Jack Nelson, President

2/19/14
Date

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this 7th day of ^{March} ~~February~~, 2014, by Jim Hayes, Authorized Agent for Laguna Resources, LTD., a Texas Limited Partnership, on behalf of such Limited Partnership.

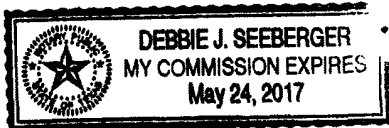


Mary Beth DeLord
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 13th day of February, 2014, by James D. Ebanks, President of James D. Ebanks, P.C. as Trustee, on behalf of said Corporation.



Debbie J. Seeberger
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of February, 2014, by Jack Nelson, President of Propel Financial Services, LLC, a on behalf of Propel Financial Services, LLC.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Mike Lege
P.O. Box 22858
Beaumont, TX 77720
Phone: (409) 861-4499

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 19 day of February,
20 14 by NELSON JOHN PATRICK, proved to me on the basis of satisfactory
AKA Jack Nelson
evidence to be the person(s) who appeared before me.

SEAL



Alex Zaytsev
Signature

*****Optional Information*****

This optional information is not required by law but may be beneficial to persons relying on this notarized document.

Title or Type of Document: THIRD SUPPLEMENTAL DECLARATION

Document Date: 2-19-14 Number of Pages: 5

Document Information: LABUAN HARBOUR SUBDIVISION

EXHIBIT "A"
TO THE
THIRD SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

Legal Description
Of
LAGUNA HARBOR, SECTION 4

BEING a calculated 2.463 acres of land and canal out of Blocks 515 and Block 540 and the Intervening abandoned 21st Street and alleys out of Port Bolivar Townsite, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 10, Map Number 4A of the Map Records of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the South corner of LAGUNA DOCKS, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Plat Record 2012A, Map Number 82 of the Map Records of Galveston County, Texas, and being in the North line of Nelson Avenue (80' R.O.W) in said Port Bolivar Townsite;

THENCE S 44°26'52" W, along the North line of said Nelson Avenue, a distance of 560.00 feet;

THENCE N 45°33'08" W, a distance of 219.10 feet to the South line of LAGUNA HARBOR, a subdivision in Galveston County, Texas as recorded in Plat Record 2004A, Map Number 148 of the Plat Records of Galveston County, Texas;

THENCE N 64°34'57" E, along the Southerly line of said LAGUNA HARBOR, a distance of 17.05 feet to a curve to the Left in said South line of LAGUNA HARBOR;

THENCE with the said curve turning to the Left with an Arc Length of 140.58 feet, with a Radius of 400.00 feet, with a Chord Bearing of N 54°30'52" E, and a chord length of 139.86 feet;

THENCE Continuing along the Southerly line of LAGUNA HARBOR, N 44°26'04" E, a distance of 406.29 feet to the Northwest corner of said LAGUNA DOCKS;

THENCE S 45°33'08" E, along the Westerly line of said LAGUNA DOCKS, a distance of 188.86 feet to the POINT OF BEGINNING, and containing a calculated area of land and canals of 2.463 Acres.

EXHIBIT "B"
TO THE
THIRD SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

SCHEDULE OF RELATIVE FACTORS FOR ASSESSMENTS
FOR LOTS IN LAGUNA HARBOR, SECTION 4

	<u>General</u> <u>Maintenance</u> <u>Factor</u>	<u>Canal and</u> <u>Bulkhead Factor</u>
Lot 1	138	40
Lot 2	138	40
Lot 3	138	40
Lot 4	138	40
Lot 5	138	40
Lot 6	138	40
Lot 7	138	40
Lot 8	138	40
Lot 9	138	40
Lot 10	138	40
Lot 11	138	40
Lot 12	138	40
Lot 13	138	40
Lot 14	138	40
Totals	<u>1,933</u>	<u>564</u>

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2014013401

March 13, 2014 05:10:57 PM

FEE: \$50.00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE

OF

LAGUNA HARBOR

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation, the property owners' association for Laguna Harbor, a residential subdivision in Galveston County, Texas, (the "Development") submits this Management Certificate of Laguna Harbor.

1. The name of the Development is Laguna Harbor.
2. The name of the association for the Development is Laguna Harbor Property Owners Association, Inc. ("Association").

3. The plats for the Development are:

Laguna Harbor, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2004A, Page 148, Galveston County Clerk's Instrument No. 2004068448, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 1");

Laguna Harbor, Section 2, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2005B, Page 18, Galveston County Clerk's Instrument No. 2005080752, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 2");

Laguna Harbor, Section 3, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2007B, Page 7, Galveston County Clerk's Instrument No. 2007037337, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 3"); and

Laguna Harbor, Section 4, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2014A, Page 8, Galveston County Clerk's Instrument No. 2014003061, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 4").

Laguna Harbor, Section 5, recorded in the map records in the office of the County Clerk of Galveston County, Texas, under Galveston County Clerk's Instrument No. 2017049049, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 5").

4. The Subdivision presently consists of Laguna Harbor Section 1, Laguna Harbor Section 2, Laguna Harbor Section 3, Laguna Harbor Section 4, and Laguna Harbor Section 5.

5. Laguna Harbor Section 2 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas.

Laguna Harbor Section 3 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 4 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 5 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

6. The declarations applicable to the Development are: (1) Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas; (2) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 15, 2006 and recorded August 21, 2006 at Galveston County Clerk's Instrument No. 2006056513, Official Public Records of Real Property of Galveston County, Texas; (3) First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas; (4) Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated April 10, 2007 and recorded April 11, 2007 at Galveston County Clerk's Instrument No. 2007023394, Official Public Records of Galveston County, Texas; (5) Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas; (6) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035943, Official Public Records of Galveston County, Texas; (7) Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas; (8) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated December 3, 2014 and recorded December 6, 2013 at Galveston County Clerk's Instrument No. 2013075166, Official Public Records of Galveston County, Texas; (9) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, a Subdivision in Galveston County, Texas, dated March 18, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035942, Official Public Records of Galveston County, Texas; and (10) Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

7. The name and mailing address of the Association is Laguna Harbor Property Owners Association, Inc., c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

8. The name and mailing address of the person managing the Association or the Association's designated representative, is Jordan Cook, LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

9. The Articles of Incorporation for the Association are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. The Amended and Restated Bylaws of Laguna Harbor Property Owners Association, Inc., dated February 19, 2014, being the current Bylaws of the Association, are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

10. The Alternative Payment Schedule Policy, Collection Referral Policy, Document Production and Copying Policy, and Document Retention Policy are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

11. The current Delinquency Collection Policy is attached hereto. All prior versions thereof were revoked.

12. Declarant for the development is Laguna Harbor, LLC, a Texas limited liability company, as evidenced by that certain Designation of Declarant recorded at Galveston County Clerk's Instrument No. 2015034311 in the Official Public Records of Real Property of Galveston County, Texas.

13. The current Rental and Lease Rules are attached hereto.

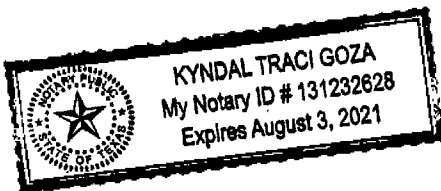
Signed this 12 day of October, 2018.

LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Name: Brad Ballard
Title: President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 12 day of October, 2018 by Brad Ballard, president of and on behalf of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation.



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

DELINQUENCY COLLECTION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Delinquency Collection Policy ("Policy") to provide guidelines for issues surrounding the collection of delinquent amounts owing to the Association.

Late Fees

Any assessment not paid in full within 10 days after the day following the due date thereof (and payment is deemed made only upon receipt of good funds by the Association) shall accrue interest thereon from and after the day following the due date at the rate of 18% per annum until paid. An owner who has not paid in full any assessment as provided above shall also be subject to a one-time late fee of \$25.00 per assessment, to be charged on the 11th day following such due date. The foregoing late fee is in addition to any interest provided for in the subdivision deed restrictions, as may be amended, under the other Association governing documents, or under applicable law.

Returned Check Fee (Bank Returned Payment Devices)

The penalty for a returned check submitted as payment to the Association is a \$30.00 fee, plus any applicable bank charges and other costs incurred in collecting the amounts to have been paid by such check.

Application of Payments

Payments received from an owner not in default under an alternative payment schedule are to be applied in accordance with applicable policy adopted by the Association.

Transfer Fee

On each transfer of title to a lot, the purchaser shall pay the Association a transfer fee in the amount of \$150.00. Such fee is due at the time of transfer of title; no transfer of title will be accepted without receipt of payment in full.

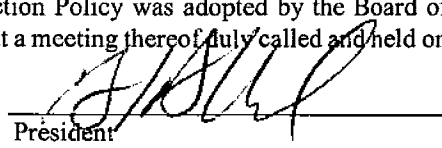
Re-sale Certificates

The charge for re-sale certificates and updates to re-sale certificates as provided for under ch. 207, Texas Property Code, is \$250.00. Payment in full must be received at the time of the request for such certificate or update; no request for a re-sale certificate or update will be accepted without receipt of payment in full.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Delinquency Collection Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on 10/12, 2018.



President

FILED AND RECORDED

Instrument Number: 2019015565

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 03/28/2019 12:01PM

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.*



**AMENDMEDED AND RESTATED
ARCHITECTURAL CONTROL GUIDELINES
FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This Amendment (the "Amendment") is executed by the Architectural Control Committee (the "Committee") for **Laguna Resources**, a Subdivision in Galveston County, Texas, whereby the Committee amends the Architectural Regulations (the "ACC Guidelines") that exist for the Subdivision that are attached as Exhibit "A" to the recorded Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 2005004442 of the Official Public Records of Galveston County, Texas, as amended from time to time. In accordance with the provisions of Section 6.05 of the Master Declaration, the Committee hereby amends the ACC Guidelines as set forth and provided in **EXHIBIT "A"** attached hereto and incorporated herein by reference. This Amendment has been approved by the Board of Directors of Laguna Harbor Property Owners Association.

Executed on this 19th day of February, 2014.

Laguna Harbor Subdivision Architectural Control Committee

By: _____

Jim Hayes, Authorized Member

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on this the 19th day of February, 2014, by Jim Hayes, authorized member of **LAGUNA HARBOR SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE**, on behalf of such committee.

Mary Beth DeLord

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Mike Lege
P.O. Box 22858
Beaumont, TX 77720

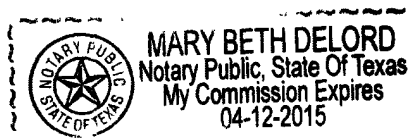


EXHIBIT “A”

AMENDMENTED AND RESTATED

ARCHITECTURAL CONTROL GUIDELINES

FOR LAGUNA HARBOR SUBDIVISION

NOTES:

The following functional areas are subject to these architectural regulations with respect to the established intent, character and quality.

- Vehicular Traffic and Motor Courts
- Main Structure
- Site Amenities (patios, pools, courtyards, decks, etc...)
- Marine / Dock Amenities

Variances to the Architectural Regulations may be granted on the basis of architectural merit and/or approval of the Architectural Control Committee (ACC).

These regulations are aesthetic in their intent. In cases of contradiction with local safety codes, these regulations shall be overruled, with written notification given to the ACC. The regulations do not exempt any structures from compliance to applicable codes.

These regulations are applicable as of the date below and will be updated periodically. All subsequent changes will apply to all buildings which have yet to complete the schematic design phase.

Effective: February 19, 2014

I. MINIMUM & MAXIMUM BUILDING AREA GUIDELINES

SINGLE STRUCTURE:

Section 1 - Block 1 Laguna Harbor Estate Lots	Min. – 2,000 sq. feet / Max. – 5,000 sq. feet
Section 1 - Block 2 Laguna Harbor Cove Lots	Min. – 1,500 sq. feet / Max. – 3,000 sq. feet
Section 2 - Harbor Houses	Min. – 1,500 sq. feet / Max. – 2,500 sq. feet
Section 3 - Harbor Cottages	Min. – 1,000 sq. feet / Max. – 1,500 sq. feet
Section 4 - Harbor Cabins	Min. – 1,000 sq. feet / Max. – 3,000 sq. feet

NOTE: Areas indicated refer to heated / cooled / conditioned space located above prescribed FEMA Base Flood Elevation.

For Section 1, Blocks 1 and 2, multiple structures are encouraged i.e., detached Carriage Houses, Guest Quarters above Garages, Pool Houses, etc...

All construction of residences shall be completed within 12 months from start of construction

These Guidelines may be altered based upon architectural merit and the approval of the Architectural Control Committee.

II. ELEMENTS

MATERIALS

All standing structures are required to use materials and products that are tested and approved for a minimum peak gust wind speed Exposure C stipulated by Texas Wind Storm Standards on the date in which building plans are submitted to the ACC.

Porch Railings shall be made of wood or other material approved by the ACC. Porches may be enclosed. Porch ceilings may be enclosed with painted wood; exposed joists shall be painted or stained.

Metal Elements shall be natural-colored galvanized steel, anodized or ESP aluminum, or manne-grade aluminum.

CONFIGURATION & TECHNIQUES

Primary structural piers or pilings shall be comprised of concrete, wood, steel or other acceptable material and shall be sized by an engineer to current Texas Wind Storm Standards. Pier or pilings shall be painted or stuccoed or clad in wood or fiber-cement siding.

Arcades and Breezeways shall have vertically proportioned openings.

Screened Porches shall have screens installed behind framed railings.

Deck and stairway, posts shall be no less than 6" x 6".

Railings shall have top and bottom rails. Wood top rails shall be eased and bottom rails shall have a vertical section. Top and bottom rails shall be centered on the boards or pickets.

Wood Elements must be painted or sealed with an opaque or semisolid stain, except walking surfaces which may be left natural.

III. ELEVATORS

GENERAL

In general, elevators are encouraged. All elevators shall be professionally designed for residential and or commercial use and shall be installed to manufacturer specifications by a contractor who is approved by the ACC. NO EXTERNAL ELEVATORS OR DUMBWAITERS WILL BE PERMITTED.

All residences in Section 1, Block 1 , Laguna Estate Section, shall be required to either have an approved elevator installed, or be certified to be “elevator ready” by an approved elevator contractor certifying that the residence contains all prerequisite design and pre-installation equipment, wiring, controls and other requirements for eventual elevator installation.

All other residences are encouraged, but not required to have an elevator nor be certified “elevator ready”.

IV. LANDSCAPING

GENERAL

To produce a high quality, environmentally sound coastal community, which preserves and enhances the setting, the site design and landscape of each Lot shall be carefully planned according to the following standards:

Building envelopes and relative site design objectives should:

- ❖ Maintain efficient and effective drainage patterns
- ❖ Minimize grading to avoid erosion; the proper incorporation of retaining walls is allowed
- ❖ Optimize views and protect view corridors
- ❖ Utilize distinctive natural features
- ❖ Blend man-made improvements into landscaping

New plantings are to be used to help define use areas on the lot and screen outdoor service areas and equipment from adjacent lots and off-site views.

V. OPENINGS

MATERIALS

Windows shall be made of wood (painted, stained or vinyl clad), lifetime vinyl, or other quality materials conducive to the environment and climate of the Southeast Texas / Gulf Coast region, and shall be glazed with clear glass or tinting approved by the ACC. No mirrored tinting will be allowed.

Doors (including garage doors) shall be wood or other materials that are approved by the ACC and conducive to the vernacular conditions and climate of the Southeast Texas / Gulf Coast region. Doors shall be painted or stained.

Shutters shall be operable and wood or pre-finished polycarbonate wood fiber and shall be proportional to size and shape of windows.

Security Doors and Window Grilles must be approved by the ACC.

CONFIGURATION & TECHNIQUES

Storm Windows and Screens shall be integral with the window. Screens shall be made of brass, bronze, stainless steel or vinyl.

Garage Doors shall be a maximum of 10' in width.

Driveway Gates shall be in-swinging and have a maximum opening width of 16'.

Shutters shall be operable, sized and shaped to match the openings. Plank shutters are encouraged. Louvers shall be slanted in proper position to deflect light and rain when shut.

Stucco Trim articulations shall be subject to approval by the ACC.

VI. POOLS & SPAS

GENERAL

All pools, spas, fountains and other water features shall be constructed of concrete or other masonry materials approved by the ACC. No above ground pools shall be permitted. Plans and specification for each water feature shall be approved by the ACC prior to installation. All pumps, filters and other equipment shall be screened and shall not be visible from canals, street or adjoining property.

Non-masonry spas will only be permitted if installed on decks located above the base flood elevation, where such decks are part of the primary residence. Proper screening shall be required for privacy.

VII. ROOFS

MATERIALS

Roofs shall be clad in one of the following materials, wood shingles, galvanized steel (in its natural color, corrugated preferred, 5 V crimp or standing seam also allowed), copper or other architectural grade roofing material approved by the ACC and suitable for the Texas Gulf Coastal Region.

Gutters and Downspouts, when used, shall be made of galvanized steel, copper (not copper-coated), anodized or ESP aluminum. Metal chains may be used in lieu of downspouts.

Flashing shall be copper, lead or anodized aluminum.

CONFIGURATION & TECHNIQUES

Principal Roofs on all freestanding buildings shall be a symmetrical hip with a slope of 6:12 to 10:12. Also allowed are gabled, gabled hips, hipped gables, and flared hips.

Flat Roofs shall be permitted only when designed to be occupied and accessible from an interior room no less than 100 SF in size.

Gutters shall be half-round. Downspouts shall be round.

Dormers shall be placed a minimum of 3' from side building walls, and have shed roofs with a minimum slope of 3-12 or hipped roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.

Eaves shall be continuous, unless overhanging a balcony or porch. Eaves on the main building shall have an overhang that is deep (recommended 30" – 40"). Eaves on outbuildings shall match the eaves of the main building, or shall be approximately half the size of the eaves of the main building in proper proportion.

VIII. WALLS

MATERIALS

Building Walls shall be finished in stucco, cedar or fiber-cement shingles, wood or fiber-cement clapboard, board and batten, or board on board, and then sealed with paint or stain.

Screening is encouraged and may be required between piers and pilings.

Walls and Fences shall generally be constructed of the same material as the first floor of the primary building: Masonry piers with wood pickets may replace solid masonry walls. Masonry walls shall be made of brick or stuccoed concrete while gates shall be wood. Walls may be perforated. Fences shall be made of brick, stuccoed concrete, fiber-cement boards, smooth cedar, anodized aluminum, or pressure treated wood. Post may be minimum 6"x 6" wood post or have, coated steel, masonry or stucco piers.

All mechanical, electrical and plumbing equipment must be screened.

Pickets, Pales and Boards shall be made of smooth cedar, fiber-cement boards or pressure treated wood.

CONFIGURATION & TECHNIQUES

Building Walls may be built of no more than two materials , except for protrusion, towers or other element accents i.e. cedar shingles may be combined with wood siding when the material

change occurs horizontally, (typically at a floor line), with the heavier material below the lighter. Walls of a single building must be built in a consistent configuration. Wood clapboard and shingles shall be horizontal.

Stucco or plaster coating may be applied to concrete block or poured concrete. Stucco shall be steel troweled.

Trim shall be minimum grade "B" trim lumber or fiber-cement and shall not exceed 6" in width at corners and around openings, except at the front door where it may be any size or configuration. Exceptions may be granted for shingle structures and for classical detailing.

Fences on adjacent lots may have different designs, subject to approval by the ACC. Where a wall or fence on one property meets a taller or shorter wall or fence on another property, it is the responsibility of the latter designer to transition their wall or fence to the height of the former.

For Section 1, Block 1 and 2, no fencing shall be permitted on any lot within 25 foot of lot bulkheads.

IX. DOCKS

MATERIALS

Docks shall be constructed with marine-grade treated wood, concrete or metallic pilings with a non-corrosive coating. All decks, gangways and walkways shall be constructed of marine-grade treated wood or other material approved by the ACC.

CONFIGURATION & TECHNIQUES

For Section 1, Blocks 1 and 2; and Section 4, docks may be constructed along the face of the Bulkhead on each lot and may extend up to the property line or the building setback line as denoted on the Platt of record.

Docks may have Roofs or Decks over the water but the lowest horizontal member of a Roof, or floor of a Deck, shall be constructed to a **minimum** height equal to the Base Flood Elevation height required by currently published FEMA Flood Maps, and, a **maximum** height no higher than the elevation of the first floor of the main residence. The maximum height of any roofs or covers over decks located over docks shall be no higher than 10 feet above deck floor levels

Roofs or Decks may be connected to the main residence or other structures by walkways constructed to a height equal to or greater than the Base Flood Elevation with such walkways having a maximum width of 4 feet

X. EXTERIOR LIGHTING

All exterior lights shall consist of shielded fixtures that prevent light from escaping through the top and sides of fixture. Down lighting is encouraged to reduce glare, to better light drives and paths, to protect neighboring properties from bright light sources, and to generally minimize light pollution. Colored lights are prohibited. Amber lights are subject to ACC approval. Spotlights and floodlights will be considered on a case-by-case basis, depending on orientation and

location. All landscape lighting must be low voltage lamps. All exterior lighting fixtures and locations must be approved by the ACC.

NOTE: Exceptions to these provisions may be made for lighting surrounding main entryways to residences based on architectural merit. Exceptions will be approved on a case-by-case basis.

These Guidelines may be altered based upon architectural merit and the approval of the Architectural Control Committee.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2014035943

June 27, 2014 02:14:49 PM

FEE: \$54.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS



**AMENDMENT NO. 1
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

This Amendment No. 1 (the "First Amendment") is executed by **Laguna Resources, Ltd.** ("Declarant") and each of the undersigned Lot Owners of **Laguna Harbor Subdivision** whereby they amend that certain **Declaration of Covenants, Conditions and Restrictions For Laguna Harbor Subdivision**, as supplemented, as hereinafter set forth.

WHEREAS, the undersigned Lot Owners are owners of lots in that certain subdivision in Galveston County, Texas, and being that same land and property generally known as the **Laguna Harbor Subdivision** (the "Subdivision"), as described in the Map or Plat of said Subdivision filed of record in Volume 2004A, Pages 148 and 149 of the map records in the office of the County Clerk of Galveston County, Texas (the "Plat" or "plat"), and as supplemented by the addition of Section 2 to the Subdivision as platted and set forth in that certain Plat of said Laguna Harbor, Section 2, prepared by Sidney Bouse, Registered Professional Land Surveyor, and filed for record on November 28, 2005, in Volume 2005B, Page 18 of the Map Records of Galveston County, Texas; and

WHEREAS, the Subdivision and all of the lots in the Subdivision are subject to and restricted by those certain **Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision** (the "Master Declaration") dated January 19, 2005, and filed for record under File Number 2005004442 of the Official Public Records of Galveston County, Texas; as supplemented by that certain **First Supplemental Declaration of Covenants, Conditions and Restrictions** (the "First Supplemental Declaration") **For Laguna Harbor Subdivision** dated

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

August 24, 2006, and filed for record under File Number 2006057927 of the Official Public Records of Galveston County, Texas; and

WHEREAS, Article XI Section 11.03 of the Master Declaration provides, in part, that the covenants and restrictions of the Master Declaration may be amended at any time and from time to time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, the current total number of Lots in the Subdivision, including Sections 1 and 2, is equal to 97 Lots, so that pursuant to the terms of Article XI Section 11.03 of the Master Declaration, the Lot Owners may amend the Master Declaration if such amendment is approved and signed by at least 73 of the Lot Owners, which number constitutes at least seventy-five percent (75%) of all Lot Owners;

WHEREAS, Declarant and the undersigned Lot Owners desire to amend the Master Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant and the undersigned Lot Owners of Laguna Harbor Subdivision hereby amend the Master Declaration as follows:

I.

Article III Section 3.24 of the Master Declaration is amended to delete the last sentence thereof which prohibited time sharing or fractional ownership of a Lot, and by adding three new sentences to the end of Article III Section 3.24 that read as follows:

"Fractional ownership and co-ownership of Lots shall be permitted. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in Laguna Harbor shall be a member of the Association. Each Lot shall carry with it one vote, which may be cast by the owner or co-owners of the Lot, but in no event shall more than one vote be cast with respect to any Lot, except as otherwise expressly provided in the Master Declaration."

II.

Capital One, N.A., successor to Hibernia National Bank ("Lienholder"), being the holder of a lien on all of the property in the Subdivision that is owned by the developer, Laguna Resources, Ltd., joins in the execution of this First Amendment for the purposes of consenting to and approving the terms hereof. Lienholder joins herein solely as a lienholder and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant, the undersigned Lot Owners and Lienholder have caused this First Amendment to be executed on this 10th day of April, ~~2006~~ 2007

[Signature pages follow this page.]

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

DECLARANT: Laguna Resources, Ltd., a Texas Limited Partnership

By: Crown Team Texas, L.L.C., a Texas Limited
Liability Company, its General Partner

By: _____

Jim Hayes, Manager

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on this the 10 day of APRIL, 2006, by Jim Hayes, Manager of Crown Team Texas, L.L.C., a Texas limited liability company, general partner of Laguna Resources, Ltd., a Texas limited partnership, on behalf of such limited partnership.



Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

LIENHOLDER:

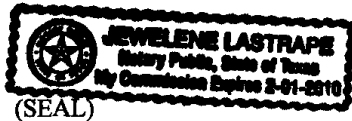
Capital One, N.A. (successor to Hibernia National Bank)

By: *Bill C. Darling*
Name: BILL C. DARLING
Title: VICE PRESIDENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 10 day of April, 2008, by Bill C. Darling, Vice President of Capital One, N.A., a national banking association, on behalf of said entity.



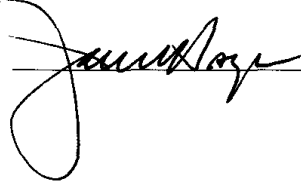
Jewelene Lastrape
NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Laguna Resources, Ltd

Lot Number Lots 1,2,3,4,7,8,9,10,11,12,13,16,20,21,22,25,31,34 & 35, Block 1, Laguna Harbor Subdivision, Galveston County, Texas

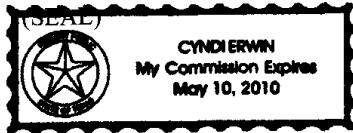
Signature 

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the November day of 2006, by J. M. Hayes


NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

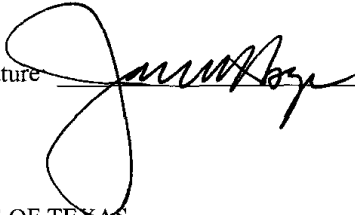
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Laguna Resources, Ltd

Lot Number Lots 10,11,12,13,14,15 & 16, Block 3, Laguna Harbor
Subdivision, Galveston County, Texas

Signature



THE STATE OF TEXAS

§

COUNTY OF

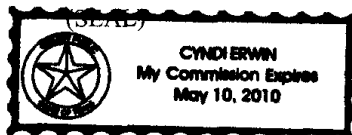
Harris

§

This instrument was acknowledged before me on this the 22 day of
November, 2006, by Jim Hayes



NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER:

Name. Laguna Resources, Ltd

Lot Number Lots 11,22,24,26,29,39,43,45,46,47,48 & 49, Block 2, Laguna Harbor Subdivision, Galveston County, Texas

Signature _____

THE STATE OF TEXAS

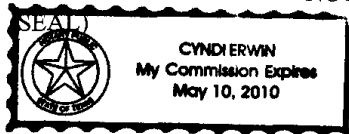
§

COUNTY OF Albion

§

This instrument was acknowledged before me on this the 22 day of November, 2006, by Jim Hoops

Cyndi Erwin
NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

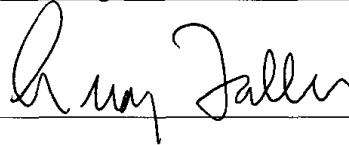
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Crown Team Construction, LLC

Lot Number Lots 17, 18, & 19, Block 3, Laguna Harbor Subdivision,
Galveston County, Texas

Signature



THE STATE OF TEXAS

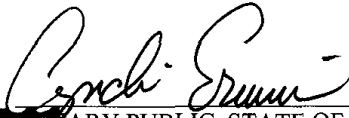
§

COUNTY OF

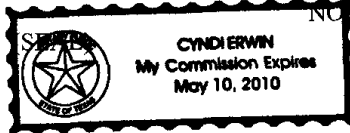
Harris

§

This instrument was acknowledged before me on this the 27 day of
November, 2006, by Lacey Faulk



NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Doug Hess

Lot Number Lot 20, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature Douglas Hess

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 27 day of
November, 2006, by Douglas Hess

Cyndi Erwin
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Charlie V Danna, Jr

Lot Number Lot 27, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature



THE STATE OF TEXAS

§

COUNTY OF

Ward

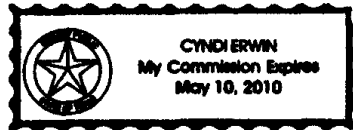
§

This instrument was acknowledged before me on this the 27 day of
November, 2006, by Charlie V. Danna, Jr.



NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



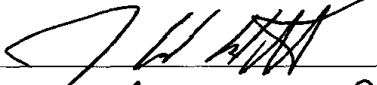
Please have notarized.

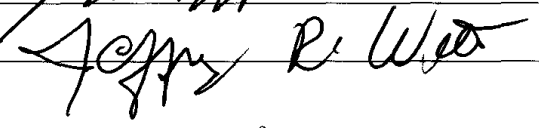
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Jeffery R Witt & Jeffery Wade Witt

Lot Number Lot 10, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

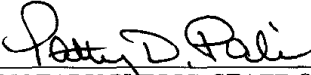
Signature 

Signature 

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this the 16th day of
FEBRUARY, ~~XXXX~~ by JEFFREY R. WITT & JEFFREY WADE WITT
2007


NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER:

Name Steve Beauchamp

Lot Number Lot 33, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature *Steve Beauchamp*

THE STATE OF ~~TEXAS~~ New York §

COUNTY OF Monroe §

This instrument was acknowledged before me on this the 12TH day of
February, 2006, by Steve Beauchamp

Robin Reininger
NOTARY PUBLIC, STATE OF ~~TEXAS~~ New York

(SEAL)



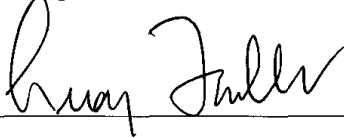
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Crown Team Construction, LLC

Lot Number Lot 30, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

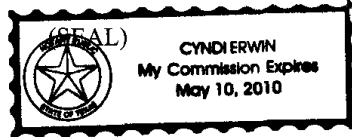
THE STATE OF TEXAS §

COUNTY OF Harden §

This instrument was acknowledged before me on this the 22 day of
November, 2006, by Leann Faulk



NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Willie Hall & Linda Hall

Lot Number Lot 23, Block 1, Laguna Harbor Subdivision, Galveston County,
Texas

Signature Willie Hall Linda Hall

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 3 day of
January, 2009, by Willie Hall & Linda Hall.



Cyndi Erwin
NOTARY PUBLIC, STATE OF TEXAS

Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER.

Name Terri Lee Grantham

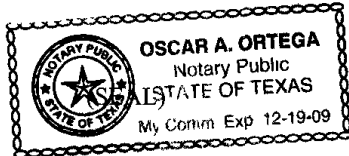
Lot Number Lot 34 & 35, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature Terri Lee Grantham

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 29 day of
December, 2006, by Oscar Ortega



[Signature]
NOTARY PUBLIC STATE OF TEXAS

Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Michael Jenkins

Lot Number. Lot 14 & 26, Block 1, Laguna Harbor Subdivision, Galveston
County, Texas

Signature *Michael Jenkins*

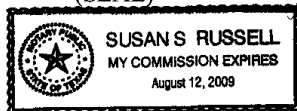
THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this the 7 day of
February, 2007, by *Michael Jenkins*

Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



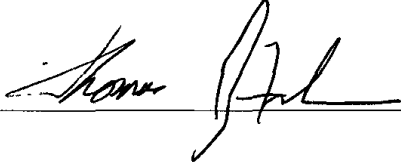
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name. Thomas Frank

Lot Number Lots 5 & 6, Block 1, Laguna Harbor Subdivision, Galveston
County, Texas

Signature 

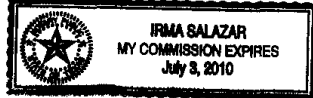
THE STATE OF TEXAS §

COUNTY OF Jefferson §

This instrument was acknowledged before me on this the 27th day of
November, 2006, by Irma Salazar


NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



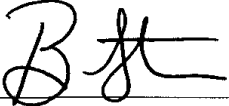
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Brian Stevens

Lot Number Lot 14, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 14th day of
December, 2006, by Brian Stevens



NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Sandra Stevenson

Lot Number Lot 40, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

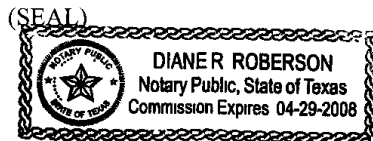
Signature Sandra Stevenson

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 11th day of
December, 2006, by Sandra Stevenson

Diane R. Roberson
NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

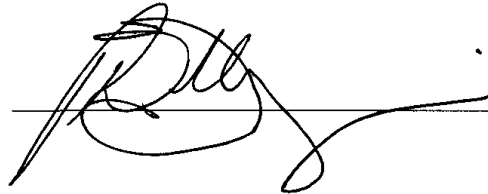
SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Phillip & Pauline Bellingan Revocable Trust

Lot Number Lot 3, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature



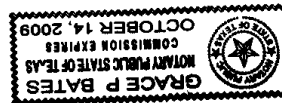
THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the 7th day of
DECEMBER, 2006, by GRACE P. BATES

Grace P. Bates
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name: Qamar U. Arfeen M D

Lot Number Lot 18, Block 1, Laguna Harbor Subdivision, Galveston
County, Texas

Signature: _____

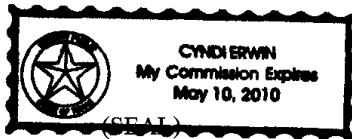
THE STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the 15 day of
December, 2006, by Qamar U. Arfeen, M.D.



Cyndi Erwin
NOTARY PUBLIC, STATE OF TEXAS

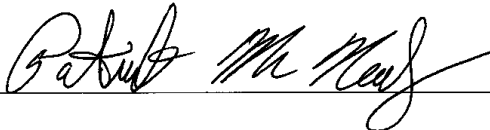
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Patrick McNeely

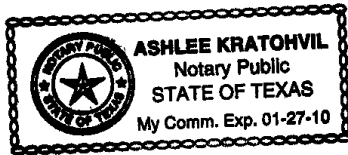
Lot Number Lots 12 & 13, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature 

THIS STATE OF TEXAS §

COUNTY OF Denton §

This instrument was acknowledged before me on this the 12th day of
December, 2006, by Ashlee Kratochvil



(SEAL)


NOTARY PUBLIC, STATE OF TEXAS

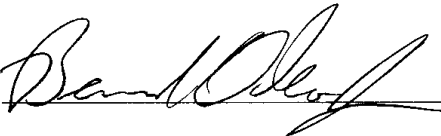
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Bernard Daleo, Jr

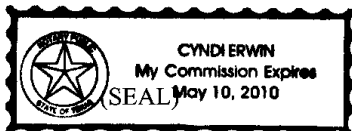
Lot Number Lot 17, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

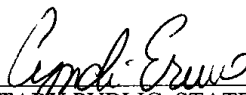
Signature 

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 12 day of
December, 2006, by Bernie Daleo, Jr.




NOTARY PUBLIC, STATE OF TEXAS

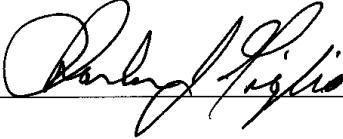
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Charles Giglio

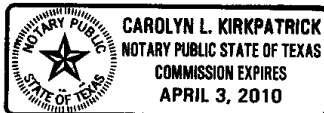
Lot Number Lot 17, Block 1, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

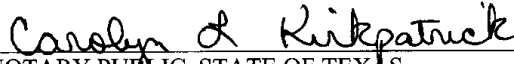
THE STATE OF TEXAS §

COUNTY OF Jefferson §

This instrument was acknowledged before me on this the 30th day of
November, 2006, by Carolyn L Kirkpatrick



(SEAL)


NOTARY PUBLIC, STATE OF TEXAS

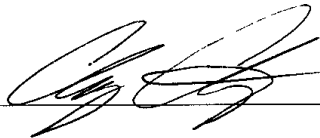
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Clayton Christopher

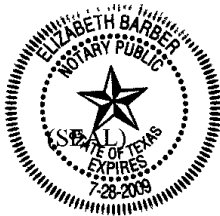
Lot Number Lot 5, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

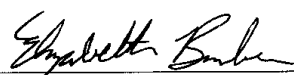
Signature 

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this the 6th day of
December, 2006, by Clayton Christopher




NOTARY PUBLIC, STATE OF TEXAS

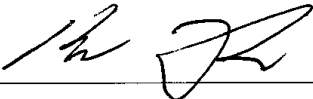
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Keith Wayne Traylor

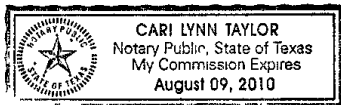
Lot Number Lot 38, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 7 day of
December, 2006, by Keith Wayne Traylor



(SEAL)


NOTARY PUBLIC, STATE OF TEXAS

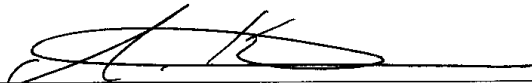
Please have notarized.

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

LOT OWNER

Name Izmit Kulafofski

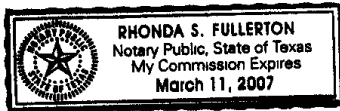
Lot Number Lots 18 & 19, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature 

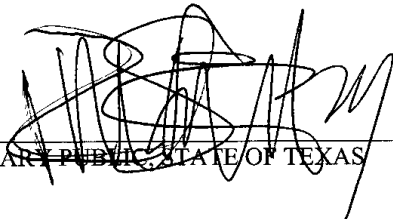
THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on this the 4 day of
December, 2006, by RHONDA S. FULLERTON



(SEAL)


NOTARY PUBLIC, STATE OF TEXAS

Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Jennifer Kendall & Charles Kendall

Lot Number Lot 8, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature



THE STATE OF TEXAS

§

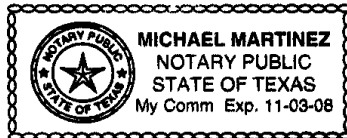
COUNTY OF Collin

§

This instrument was acknowledged before me on this the 5 day of
December, 2006, by Michael Martinez


NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



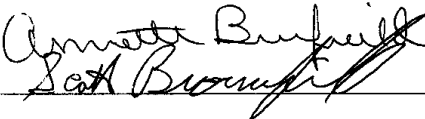
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Scott C. Brownfield & Annette Brownfield

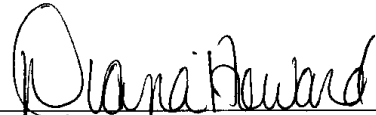
Lot Number Lot 44, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 16th day of
December, 2006, by Annette and Scott Brownfield


NOTARY PUBLIC, STATE OF TEXAS



Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Dan Peoples

Lot Number. Lot 31, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature 

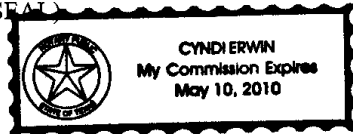
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 29 day of
November, 2006, by Dan Peoples


NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



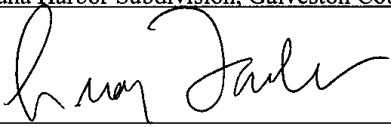
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Leroy Faulk

Lot Number Lot 1, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

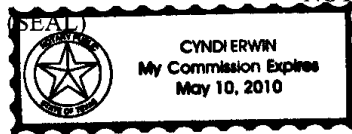
Signature 

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 22 day of
November, 2006, by Leroy Faulk


NOTARY PUBLIC, STATE OF TEXAS



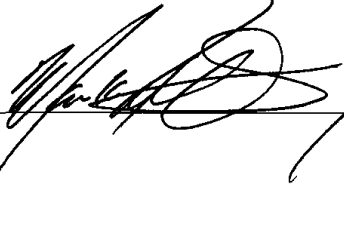
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER

Name Mark Roemer & Denise L. Roemer

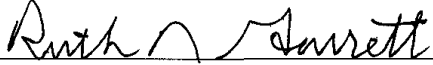
Lot Number Lots 4 & 16, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature  Denise L. Roemer

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this the 19 day of
December, 2006, by Mark Roemer & Denise Roemer


NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Please have notarized.

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

LOT OWNER:

Name: Richardson Homes/H. Gay Richardson

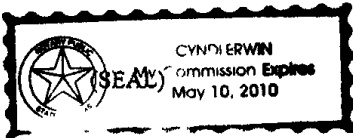
Lot Number. Lot 25, Block 2, Laguna Harbor Subdivision, Galveston
County, Texas

Signature: H. Gay Richardson II

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on this the 21 day of
January, 2009, by H. Gay Richardson



Cynthia Erwin
NOTARY PUBLIC, STATE OF TEXAS

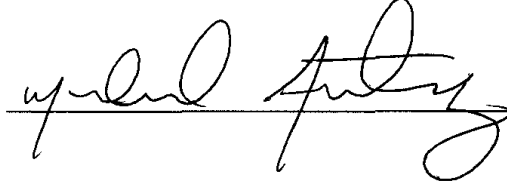
Please have notarized.

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS

LOT OWNER:

Name: Michael Austray

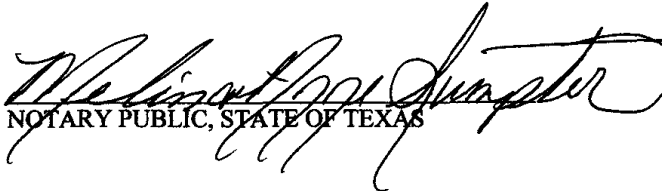
Lot Number: Lot 2, Block 2, Laguna Harbor Subdivision, Galveston County,
Texas

Signature: 

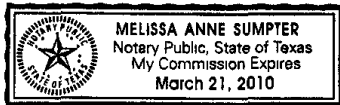
THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this the 17 day of
January, 2007, by Melissa Anne Sumpter.


NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Please have notarized.

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGUNA HARBOR SUBDIVISION,
AN ADDITION IN GALVESTON COUNTY, TEXAS**

LOT OWNER:

Name: Greg Martin Huval

Lot Number: Lot 27 Block 1 Lots 23, 28 Block 2, Laguna Harbor
Subdivision, Galveston County, Texas

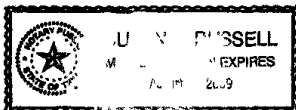
Signature

Greg Martin Huval

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

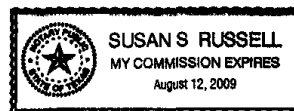
This instrument was acknowledged before me on this the 24 day of January, 2007, by Greg Martin Huval.



(SLAL)

Susan S. Russell
NOTARY PUBLIC, STATE OF TEXAS

Please have notarized.



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2007023394

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

April 11, 2007 01:44:13 PM

FEE \$163.75

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE

OF

LAGUNA HARBOR

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON§

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation, the property owners' association for Laguna Harbor, a residential subdivision in Galveston County, Texas, (the "Development") submits this Management Certificate of Laguna Harbor.

1. The name of the Development is Laguna Harbor.
2. The name of the association for the Development is Laguna Harbor Property Owners Association, Inc. ("Association").
3. The plats for the Development are:

Laguna Harbor, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2004A, Page 148, Galveston County Clerk's Instrument No. 2004068448, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 1");

Laguna Harbor, Section 2, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2005B, Page 18, Galveston County Clerk's Instrument No. 2005080752, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 2");

Laguna Harbor, Section 3, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2007B, Page 7, Galveston County Clerk's Instrument No. 2007037337, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 3"); and

Laguna Harbor, Section 4, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2014A, Page 8, Galveston County Clerk's Instrument No. 2014003061, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 4").

Laguna Harbor, Section 5, recorded in the map records in the office of the County Clerk of Galveston County, Texas, under Galveston County Clerk's Instrument No. 2017049049, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 5").

4. The Subdivision presently consists of Laguna Harbor Section 1, Laguna Harbor Section 2, Laguna Harbor Section 3, Laguna Harbor Section 4, and Laguna Harbor Section 5.

5. Laguna Harbor Section 2 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas.

Laguna Harbor Section 3 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 4 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 5 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005

at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

6. The declarations applicable to the Development are: (1) Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas; (2) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 15, 2006 and recorded August 21, 2006 at Galveston County Clerk's Instrument No. 2006056513, Official Public Records of Real Property of Galveston County, Texas; (3) First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas; (4) Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated April 10, 2007 and recorded April 11, 2007 at Galveston County Clerk's Instrument No. 2007023394, Official Public Records of Galveston County, Texas; (5) Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas; (6) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035943, Official Public Records of Galveston County, Texas; (7) Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas; (8) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated December 3, 2014 and recorded December 6, 2013 at Galveston County Clerk's Instrument No. 2013075166, Official Public Records of Galveston County, Texas; (9) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, a Subdivision in Galveston County, Texas, dated March 18, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035942, Official Public Records of Galveston County, Texas; and (10) Fourth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 11, 2017 and recorded August 11, 2017 at Galveston County Clerk's Instrument No. 2017049356, Official Public Records of Galveston County, Texas.

7. The name and mailing address of the Association is Laguna Harbor Property Owners Association, Inc., c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

8. The contact information of the Association, and that of the person managing the Association, is c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217, attn: Jordan Cook; jcook@lpidev.net; (281) 947-8675, lpipropertymanagement.com. The current transfer fee for the transfer of any Lot in the Association is \$200.00.

9. The Articles of Incorporation for the Association are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. The Amended and Restated Bylaws of Laguna Harbor Property Owners Association, Inc., dated February 19, 2014, being the current Bylaws of the Association, are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

10. The Alternative Payment Schedule Policy, Collection Referral Policy, Document Production and Copying Policy, and Document Retention Policy are attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2015035876. All prior versions thereof were revoked.

11. The Delinquency Collection Policy is attached to that certain Management Certificate recorded at Galveston County Clerk's Instrument No. 2019015565.

12. Declarant for the development is Laguna Harbor, LLC, a Texas limited liability company, as evidenced by that certain Designation of Declarant recorded at Galveston County Clerk's Instrument No. 2015034311 in the Official Public Records of Real Property of Galveston County, Texas.

13. True and correct copies of the current Delinquency Collection Policy, Alternative Payment Schedule Policy, Collection Referral Policy, Rental and Lease Policy, Architectural Review Authority and Appeals Policy, Bid Solicitation Policy, Deed Restriction Violation Dispute Policy and Architectural and Design Guidelines are attached hereto. Any document previously adopted by the Association of the same name is hereby revoked.

Signed this 14th day of October, 2021.

LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

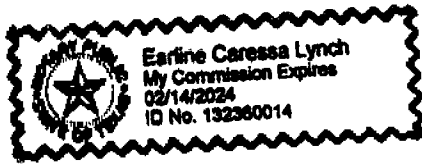
By: 

Name: Jordan Cook

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

This instrument was acknowledged before me on the 14th day of October, 2021
by Jordan Cook, Manager of and on behalf of Laguna Harbor
Property Owners Association, Inc., a Texas not for profit corporation.



Earline Caressa Lynch
Notary Public in and for the State of Texas

DELINQUENCY COLLECTION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Delinquency Collection Policy ("Policy") to provide guidelines for issues surrounding the collection of delinquent amounts owing to the Association. This Policy supercedes any prior policy adopted by the Association of the same name. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

Late Fees

Any assessment not paid in full within 10 days after the day following the due date thereof (and payment is deemed made only upon receipt of good funds by the Association) shall accrue interest thereon from and after the day following the due date at the rate of 18% per annum until paid. An owner who has not paid in full any assessment as provided above shall also be subject to a one-time late fee of \$25.00 per assessment, to be charged on the 11th day following such due date. The foregoing late fee is in addition to any interest provided for in the subdivision deed restrictions, as may be amended, under the other Association governing documents, or under applicable law.

Returned Check Fee (Bank Returned Payment Devices)

The penalty for a returned check submitted as payment to the Association is a \$30.00 fee, plus any applicable bank charges and other costs incurred in collecting the amounts to have been paid by such check.

Application of Payments

Any payment received and accepted from an owner who is in default under an alternative payment schedule are to be applied against amounts owing to the Association in the following order: (1) any reasonable collection costs incurred (including but not limited to reasonable attorney's fees, court costs, other reasonable collection costs and returned check fees); (2) any accrued interest; (3) any late fees; (4) any other reasonable charge that does not constitute an assessment or fine imposed by the Association; (5) any unpaid assessments; and (6) any reasonable fines levied against the owner by the Association. Payments received from an owner not in default under an alternative payment schedule are to be applied in accordance with applicable policy adopted by the Association. This policy does not require the Association to accept partial payment from a homeowner. Any partial payment received from a homeowner in the absence of a payment plan or arrangement to accept partial payment from the homeowner shall be returned to the homeowner. Partial Payment is payment made for less than the total amount due on a homeowners account.

Re-sale Certificates

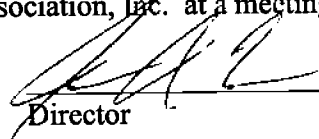
The charge for re-sale certificates and updates to re-sale certificates as provided for under ch. 207, Texas Property Code, is \$375.00. Payment in full must be received at the time of the request for such certificate or update; no request for a re-sale certificate or update will be accepted without receipt of payment in full.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be

changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Directors Certificate

I hereby certify that the foregoing Delinquency Collection Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting duly called on this 13th day of October, 2021.



Director

ALTERNATIVE PAYMENT SCHEDULE POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Alternative Payment Schedule Policy ("Policy") to provide guidance regarding homeowner requests for payment plans of amounts owing to the Association. The Policy also serves to comply with legislative requirements. This Policy supercedes any prior policy adopted by the Association of the same name. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

The Association will consider homeowner requests for a payment plan for any delinquent regular or special assessments or any other amount owed to the Association. The minimum term for a payment plan offered by the Association is three (3) months. The Association will consider, but is not required to approve a payment plan that extends beyond the minimum term of three (3) months. The Association is not required to enter into a payment plan with an owner who has failed to honor the terms of a previous plan within the two (2) years prior to the most recent request. The Association is not required to enter into a payment plan with a homeowner more than once in any twelve (12) month period. The Association is not required to make a payment plan available to an owner after the period for cure described by Section 209.0064 (b) of the Texas Property Code expires. The Association shall review all proposals equitably and, in consideration of all surrounding circumstances, may or may not accept the request.

An owner will not incur penalties associated with delinquent assessments during the term of an approved payment plan unless the owner fails to comply with the terms of the payment plan. For the purposes of this Policy, penalties will include initial and monthly late fees but will not include interest or reasonable costs associated with implementing a payment plan. The Association is not required to accept partial payments from an owner who has not entered into a payment plan approved by the Association.

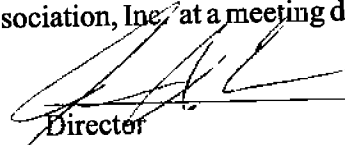
Except as provided below, all payments, whether or not made under a payment plan, received and accepted after January 1, 2012 shall be applied to amounts owing in the following order: (1) any delinquent assessment(s); (2) any current assessment(s); (3) any reasonable attorney's fees or reasonable third party collection costs associated solely with assessments or any other charge incurred by the Association that could provide the basis for foreclosure; (4) any reasonable attorney's fees incurred by the Association that are not subject to subsection (3); (5) any reasonable fines assessed by the Association; and (6) any other reasonable amount owed to the Association, including late fees and/or interest. If a payment is received from an owner who is in default under a payment plan, the payment shall be applied to amounts owing to the Association in accordance with applicable policy adopted by the Association, or as hereafter otherwise determined by the Association, so long as fines assessed by the Association are not given priority over any other amount. For the purposes of this paragraph, fines do not include late fees, interest or attorney's assessed by the Association. Payments received prior to January 1, 2012, shall be applied to amounts owing as dictated by the governing documents, policies and general practices of the Association in effect as of that date. In no event is the Association required to accept partial payment from an homeowner outside of a payment plan. Any payment made by a homeowner for an amount that is less than the total amount then due by a homeowner may be rejected by the Association.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors

deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Director's Certificate

I hereby certify that the foregoing Alternative Payment Schedule Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting duly called on this 13th day of October, 2021.



Director

COLLECTION REFERRAL POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Collection Referral Policy ("Policy") to provide guidance regarding collection actions of the Association management company or Association attorney of amounts owing to the Association. This Policy supercedes any prior policy adopted by the Association of the same name or nature. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

As a general policy, unpaid assessments, whether annual or special, shall be collected in the first instance by the Association management company. The Association management company shall issue all statements for all assessments. For assessments remaining unpaid thirty days after the due date, the management company shall issue up to two (2) follow up notices at not less than thirty day intervals. The management company is hereby authorized to issue all such notices without further authorization or direction of the board of directors.

For all assessments remaining unpaid for at least forty-five days after the second notice as set forth above, the management company shall refer such matters to the Association attorney to issue its/his/her demand for payment. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member.

The Association attorney shall, upon referral, issue its/his/her demand to each such member and shall, to the extent feasible and allowable, include therein all amounts that are to be charged to the Association for such legal services. The Association attorney may issue a follow up demand in accordance with applicable law. Upon referral, the Association attorney is authorized to issue all such demands without further authorization or direction of the board of directors.

Any delinquent accounts not collected by the attorney within a reasonable time after the second demand may be referred back to the management company to be held pending either (a) an instance that would cause the account to be paid or (b) for the next year's assessment.

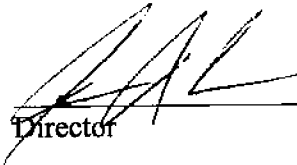
Notwithstanding the above, all accounts in arrears (a) for a period of time not more than the applicable statute of limitations or (b) in the amount of \$1,000, including all charges, shall be referred to the Association attorney for final collection. At present, the statute of limitations is four years. Thus, accounts in arrears for three years shall be referred to the attorney for final collection regardless of dollar amount owed. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member. Upon referral, the Association attorney shall be authorized to issue further demands, file lawsuits, or take such other action to collect such accounts as may be lawful and appropriate under the circumstances.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be

changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a member to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same member or any other member. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Director's Certificate

I hereby certify that the foregoing Collection Referral Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on this 13th day of October, 2021.



Director

RENTAL AND LEASE POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Rental and Lease Policy ("Policy") to provide guidance regarding the renting and leasing of residences within the subdivision.

Consistent with the Laguna Harbor Property Owners Association, Inc. governing documents, the Association has adopted the following rules and regulations:

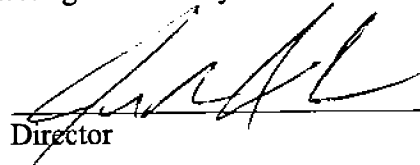
1. Any lease, sublease or rental of a Lot, in whole or in part, for a term of less than 6 months is strictly prohibited.
2. No Lot shall be leased, subleased or rented for less than the entire Lot. Any lease, sublease or rental agreement shall be for the Lot as a whole and not for any portion thereof.
3. Lot Owners are responsible for providing a current mailing address when renting or leasing all or part of residence.
4. Lot Owners must notify all tenants and occupants of the rules and regulations applicable to the Lot. Any violation of the applicable governing documents shall be the responsibility of both the offending party and the Lot Owner, unless otherwise provided. The offending party and Lot Owner shall be jointly and severally liable for all costs associated with a violation of the governing documents.
5. Lot Owners shall be responsible for confirming payment of any annual or special assessment authorized by the Association and are hereby notified that any occupant, tenant or subtenant may be evicted as a result of foreclosure for failure to remit payment of any assessment.
6. The Association may request a copy of any lease, sublease or rental agreement by and between any tenant, subtenant or renter. The failure to provide the foregoing within 30 days of the request shall be considered a violation of this policy.
7. Any person residing on a Lot older than 18 years of age shall be named in the lease, sublease or rental agreement and shall be considered a lessee or renter, as applicable.
8. The Association may request the contact information, including name, mailing address, phone number, email address of each person who will reside at the property and named in the Lease.
9. Lot Owners are required to provide the commencement date and lease term of any lease.
10. Failure to following any of the foregoing may result in a fine of \$100.00 per month.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors,

management company and Association attorney to follow. A failure to follow this Policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this Policy as it deems appropriate.

Director Certificate

I hereby certify that the foregoing Rental and Lease Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on this 13th day of October, 2021.



Director

ARCHITECTURAL REVIEW AUTHORITY AND APPEALS POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Architectural Review Authority and Appeals Policy ("Policy") to provide guidance for issues surrounding the architectural review committee. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

Committee Members

Notwithstanding any current members that are serving out their terms as board members, the Architectural Review Authority ("ARA") shall consist of not more than three committee members that shall be appointed by the Board of Directors of Laguna Harbor Property Owners Association, Inc. At any time the committee consists of less than three members, for any reason, any decision of the current members shall not be considered void or invalid.

Qualifications: committee members may not be a current board, a current board members spouse or a person residing in a current board members household and must be in compliance with the Association's governing documents.

The Association may solicit applications for persons interested in being appointed to the ARA committee. All members of the ARA committee shall be held to the same standard of care and liability as a member of the board of directors in enforcing and following the Association's governing documents while acting in their capacity as a committee member.

Denial of Application

A decision by the ARA denying a properly submitted application by an owner for the construction, modification or replacement of an improvement in the subdivision may be appealed to the board of directors.

Written notice of a denial must be provided to the owner by certified mail, hand delivery or electronic mail. The notice must: (1) describe the basis for the denial in reasonable detail, (2) include changes to the application required as a condition to approval, if applicable, (3) inform the owner that the owner may request a hearing on or before the 30th day after the date the notice was sent to the owner, (4) describe the method of submitting a request for a hearing.

A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.

Hearing

The board of directors shall hold a hearing under this policy not later than the 30th day after the date the board of directors receives the request.

The board of directors shall notify the owner of the date, time, and place of hearing not later than the 10th day before the date of the hearing. Prior to the commencement of the hearing the board of directors and the owner may request a postponement of the hearing. A postponement shall be

granted for a period of not more than 10 days. An owner is only allowed one hearing under this policy per requested improvement.

During the hearing, the board and owner (or any designated representative thereof) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owners application for the construction or placement of an improvement, and the changes, if any, requested by the ARA in the notice provided to the owner. Any party to the hearing may make any audio recording of the hearing.

Board of Directors

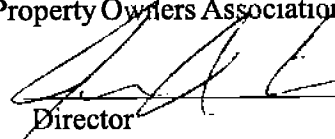
The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority committee as consistent with the subdivision's governing documents. The Board of Directors may appoint a board liaison to oversee the ARA and ensure compliance with the Association's governing documents.

Nothing provided for herein shall prohibit the ARA from seeking guidance and confirmation from the Board of Directors regarding any application submitted nor shall it prohibit the Board of Directors from providing further direction and guidance on the process of approving or denying applications.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Directors Certificate

I hereby certify that the foregoing Architectural Review Authority and Appeals Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting duly called on this 13th day of October, 2021.



Director

BID SOLICITATION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Bid Solicitation Policy ("Policy") to provide guidance regarding the solicitation of bids applicable to this policy. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

Applicable Contracts

This policy is applicable to any and all contracts entered into by the Association after the adoption of this policy where the amount of the contracted services will costs more than \$50,000.

Solicitation Process

1. The Association shall attempt to solicit at least three bids requesting services where the expected cost of the services will exceed \$50,000.
2. The amount of time to receive bids pursuant to this policy shall not be less than 30 days from the date that the Association opens the bid solicitation process.
3. All bids submitted within the time frame provided by the Association shall be submitted for consideration at the next board meeting of the Association unless otherwise stated by the Board of Directors.
4. The Association may vote to accept a bid submitted if the proposed bid meets the requirements set by the Association for the services requested. The Association is not required to vote for or against a bid based solely on costs.
5. The board may reopen the bid process for a contract subject to this policy if the bids submitted are not satisfactory to the Association.

Extensions Modifications and Renewals

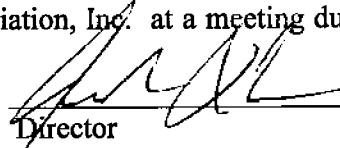
The Association may, but is not required to, solicit new bids pursuant to this policy for any extension, modification or renewal of an existing contract for services that costs more than \$50,000.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or

create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Director's Certificate

I hereby certify that the foregoing Bid Solicitation Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting duly called on this 13th day of October, 2021.



Director

DEED RESTRICTION VIOLATION DISPUTE RESOLUTION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Deed Restriction Violation Dispute Resolution Policy ("Policy") to provide guidance for issues surrounding disputes regarding deed restriction violations. This Policy is effective upon recording in the Real Property Records of Galveston County, Texas.

Request for Hearing

Except as provided below and only if the Lot owner is entitled to an opportunity to cure the violation, a Lot owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.

Hearing Date

The Association shall hold a hearing after a properly submitted request is received by the Association within 30 days of the date the request is received. The Association shall notify the Lot owner of the date, time and place of the hearing within no less than 10 days from the date the hearing is scheduled.

The board or owner may request a postponement of the hearing. Any request for a postponement shall be granted for not more than 10 days unless otherwise agreed to by the parties.

Hearing Before the Board

Not later than 10 days before the Association holds a hearing as provided in this policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

If the Association fails to provide the foregoing documents, the Lot owner is automatically entitled to a 15-day postponement of the hearing.

During the hearing, a member of the board or the Association's designated representative shall first present the Association's position regarding the violation. A Lot owner or the Lot owner's representative is entitled to present the Lot owner's information and issues relevant to the appeal or dispute only.

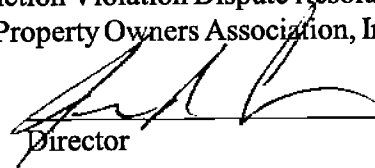
The Board shall take the matter into consideration and provide the Lot owner with a written notice of its decision after the conclusion of the appeal.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any

rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

Board of Directors Certificate

I hereby certify that the foregoing Deed Restriction Violation Dispute Resolution Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting duly called on this 13th day of October, 2021.



Director

FILED AND RECORDED

Instrument Number: 2021082517

Recording Fee: 98.00

Number Of Pages:20

Filing and Recording Date: 11/12/2021 2:05PM

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.*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MANAGEMENT CERTIFICATE

OF

LAGUNA HARBOR

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF GALVESTON §

Pursuant to Tex. Prop. Code chs. 202 and 209, including Tex. Prop. Code sec. 209.004(a-1), the undersigned officer of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation, the property owners' association for Laguna Harbor, a residential subdivision in Galveston County, Texas, (the "Development") submits this Management Certificate of Laguna Harbor.

1. The name of the Development is Laguna Harbor.
2. The name of the association for the Development is Laguna Harbor Property Owners Association, Inc. ("Association").

3. The plats for the Development are:

Laguna Harbor, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2004A, Page 148, Galveston County Clerk's Instrument No. 2004068448, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 1");

Laguna Harbor, Section 2, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2005B, Page 18, Galveston County Clerk's Instrument No. 2005080752, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 2");

Laguna Harbor, Section 3, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2007B, Page 7, Galveston County Clerk's Instrument No. 2007037337, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 3"); and

Laguna Harbor, Section 4, recorded in the map records in the office of the County Clerk of Galveston County, Texas, at Volume 2014A, Page 8, Galveston County Clerk's Instrument No. 2014003061, Official Public Records of Galveston County, Texas ("Laguna Harbor Section 4").

4. The Subdivision presently consists of Laguna Harbor Section 1, Laguna Harbor Section 2, Laguna Harbor Section 3, and Laguna Harbor Section 4.

5. Laguna Harbor Section 2 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas.

Laguna Harbor Section 3 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas.

Laguna Harbor Section 4 has been added and annexed into the jurisdiction and authority of the Association, and has been subjected to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas, by that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas.

6. The declarations applicable to the Development are: (1) Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision dated January 19, 2005 and recorded January 20, 2005 at Galveston County Clerk's Instrument No. 2005004442, Official Public Records of Real Property of Galveston County, Texas; (2) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 15, 2006 and recorded August 21, 2006 at Galveston County Clerk's Instrument No. 2006056513, Official Public Records of Real Property of Galveston County, Texas; (3) First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated August 21, 2006 and recorded August 24, 2006 at Galveston County Clerk's Instrument No. 2006057927, Official Public Records of Real Property of Galveston County, Texas; (4) Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated April 10, 2007 and recorded April 11, 2007 at Galveston County Clerk's Instrument No. 2007023394, Official Public Records of Galveston County, Texas; (5) Second Supplemental Declaration to

the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated March 4, 2008 and recorded March 11, 2008 at Galveston County Clerk's Instrument No. 2008013392, Official Public Records of Galveston County, Texas; (6) Amended and Restated Architectural Control Guidelines for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035943, Official Public Records of Galveston County, Texas; (7) Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated February 19 and March 7 and 8, 2014 and recorded March 13, 2014 at Galveston County Clerk's Instrument No. 2014013401, Official Public Records of Galveston County, Texas; (8) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, an Addition in Galveston County, Texas, dated December 3, 2014 and recorded December 6, 2013 at Galveston County Clerk's Instrument No. 2013075166, Official Public Records of Galveston County, Texas; and (9) Appointment of Architectural Control Committee for Laguna Harbor Subdivision, a Subdivision in Galveston County, Texas, dated March 18, 2014 and recorded June 27, 2014 at Galveston County Clerk's Instrument No. 2014035942, Official Public Records of Galveston County, Texas.

7. The name and mailing address of the Association is Laguna Harbor Property Owners Association, Inc., c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

8. The name and mailing address of the person managing the Association or the Association's designated representative, is Jordan Cook, LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217.

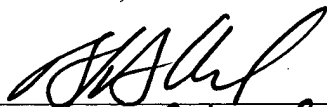
9. The Articles of Incorporation for the Association are attached hereto. The Amended and restated Bylaws of Laguna Harbor Property Owners Association, Inc., dated February 19, 2014, being the current Bylaws of the Association, are attached hereto, and all prior versions thereof are hereby revoked.

10. The Alternative Payment Schedule Policy, Document Production and Copying Policy, Document Retention Policy and Delinquency Collection Policy are attached hereto. All prior versions thereof are hereby revoked.

11. Declarant for the development is Laguna Harbor, LLC, a Texas limited liability company, as evidenced by that certain Designation of Declarant recorded at Galveston County Clerk's Instrument No. 2015034311 in the Official Public Records of Real Property of Galveston County, Texas.

Signed this 5th day of June, 2015.

LAGUNA HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

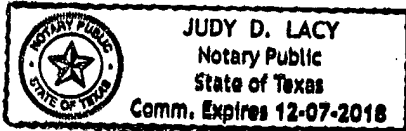
By: 

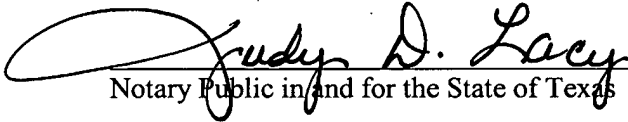
Name: Brad Ballard

Title: President

STATE OF TEXAS §
 HARRIS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 5 day of JUNE, 2015 by BRAD BALLARD, PRESIDENT of and on behalf of Laguna Harbor Property Owners Association, Inc., a Texas not for profit corporation.




Notary Public in and for the State of Texas

FEB 02 2005

**ARTICLES OF INCORPORATION
OF
LAGUNA HARBOR PROPERTY OWNERS ASSOCIATION, INC.**

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, Article 1396-1.01 et. seq., Texas Revised Civil Statutes Annotated (herein the "Act"), do hereby adopt the following Articles of Incorporation for such corporation:

Article I

NAME

The name of the corporation is **LAGUNA HARBOR PROPERTY OWNERS ASSOCIATION, INC.** ("Association").

Article II

PRINCIPAL OFFICE

The principal office of the Association is located at 4345 Laurel, Beaumont, Texas 77707.

Article III

REGISTERED AGENT

James L. Hayes is appointed the initial registered agent of this Association. The address of the initial registered agent is 4345 Laurel, Beaumont, Texas 77707.

Article IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association is a nonprofit corporation formed pursuant to the Act. The Association does not contemplate pecuniary gain or profit for its members, and the specific purposes for which it is formed are to provide for maintenance,

preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Laguna Harbor, a subdivision in Galveston County, Texas;

and to promote the health, safety and welfare of the residents within this property and any additions brought within the jurisdiction of this Association, and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as stated in the Declaration of Covenants, Conditions and Restrictions ("Declaration") applicable to the property and recorded or to be recorded with the county clerk of Galveston County, Texas, and as amended, the Declaration being incorporated here as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses connected with assessments and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility;
- (f) Participation in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area; and
- (g) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Texas by law may have or exercise.

Article V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, will be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership will be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Article VI

VOTING RIGHTS

The Association will have such classes of members and voting rights as set forth in the Declaration.

Article VII

BOARD OF DIRECTORS

The affairs of the Association will be managed by an initial Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of the initial directors until the selection of their successors are:

Name	Address
James L. Hayes	4345 Laurel, Beaumont, TX 77707
Todd D. Christopher	650 IH-10 East, Beaumont, TX 77701
Tommy Harrison	4615 Regina Lane, Beaumont, TX 77706

Article XIII

DURATION

The Association will exist perpetually.

Article IX**AMENDMENTS**

Amendment of these Articles will require the assent of two-thirds (2/3) of the entire membership.

Article X**ANNEXATION OF ADDITIONAL PROPERTIES**

The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any annexation must have the assent of two-thirds (2/3) of the entire membership of the Association.

Article XI**MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that a merger or consolidation must have the assent of 2/3 of the entire membership.

Article XII**AUTHORITY TO MORTGAGE**

Any mortgage by the Association of the Common Area defined in the Declaration must have the assent of 2/3 of the entire membership.

Article XIII**AUTHORITY TO DEDICATE**

The Association will have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for the purposes and subject to the conditions as agreed to by the members. No dedication or transfer will be effective unless an instrument has been signed by members entitled to cast 2/3 of the votes of the entire membership agreeing to the dedication, sale or transfer.

Article XIV**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than 2/3 of the entire membership. On dissolution of the Association, the assets, both real and personal of the Association, will be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that the dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

Article XV**MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XV**

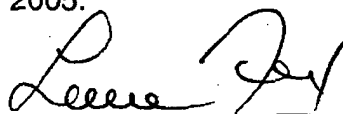
In order to take action under Articles X through XV, there must be a duly held meeting. Written notice, stating the purpose of the meeting shall be given to all members not less than 10 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast 51% of the votes of each class of membership will constitute a quorum. If the required quorum is not achieved at any meeting, another meeting may be called, subject to the above notice requirement, and the required quorum at the subsequent meeting will be one-half of the required quorum of the preceding meeting.

Article XVI**INCORPORATOR**

The name and address of the incorporator are:

Lance Fox
P.O. Box 1751
Beaumont, TX 77704

Executed this 31 day of January, 2005.



Lance Fox, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
LAGUNA HARBOR PROPERTY OWNERS ASSOCIATION, INC.**
[Amended as of February 19, 2014]

Article I

NAME AND LOCATION

The name of the corporation is **Laguna Harbor Property Owners Association, Inc.**

The principal office of the corporation will be located at 4345 Laurel, Beaumont, Texas 77707, but meetings of members and directors may be held at the places within both Galveston County, Texas, and Jefferson County, Texas, as designated by the Board of Directors.

Article II

DEFINITIONS

Section 1. The term "Association" refers to **Laguna Harbor Property Owners Association, Inc.**, its successors and assigns.

Section 2. The term "Properties" refers to the real property described in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), and any additions to the Declaration as may be brought within the jurisdiction of the Association.

Section 3. The term "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. The term "Owner" refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 6. The term "Declarant" refers to **Laguna Resources, Ltd.**, and its successors and assigns, if the successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. The term "Declaration" refers to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Galveston County, Texas, under File or Film Code Number 2005004442 of the Real Property Records of said county and office.

Section 8. The term "Member" refers to those persons entitled to membership as provided in the Declaration.

Article III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members will be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members will be held on such date and at such time as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the members of the Board of Directors, or on the written request of the members who are entitled to vote 2/3 of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least 10 days before the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. Notice must specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of each class of membership will constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at a meeting, the members entitled to vote will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies must be in writing and filed with the secretary. Every proxy will be revocable and will automatically cease on conveyance by the member of his or her Lot.

Article IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association will be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. Each director will serve for one year term and until his or her successor has been elected at the annual meeting of the members.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, a successor will be selected by the remaining members of the Board and will serve for the unexpired term of the predecessor.

Section 4. Compensation. No director may receive compensation for any service he or she renders to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors will have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved will have the same effect as though taken at a meeting of the directors.

Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors will be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee will consist of a Chairman, who will be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee will be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the annual meeting until the close of the next annual meeting, and that appointment will be announced at each annual meeting. The Nominating Committee will make as many nominations for election to the Board of Directors as it determines, but not less than the number of vacancies that are to be filled. Nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors will be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

Article VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors will be held at least every six months, without notice, at the place and hour as fixed by resolution of the Board. If a meeting falls on a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors will be held when called by the president of the Association, or by any one director, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of the directors will constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Article VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors will have power to:

- e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) Cause all officers or employees having a fiscal responsibilities to be bonded, as it may deem appropriate;
- g) Cause the Common Area to be maintained; and
- h) Cause the exterior of the dwellings to be maintained.

Without limiting the generality of the foregoing, the Board of Directors shall have the power to enter into long-term maintenance, management and/or service agreements with any person or company to provide services for the Association, on such terms as the Board of Directors determines is appropriate. Any such contract may be made with any person or company, notwithstanding that such person or company is a member of the Board of Directors, a member of the Association or related to any member of the Board of Directors or the Association.

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association will be a president and vice-president, who will at all times be members of the Board of Directors, a secretary, and a treasurer, and any other officers that the Board by resolution creates.

Section 2. Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association will be elected annually by the Board and each will hold office for one (1) year unless he or she resigns, or is removed, or is otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom will hold office for the period, have the authority, and perform the duties as the Board determines.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. A resignation will take effect on the date of receipt of the notice or at any later time specified, and unless otherwise specified, the acceptance of the resignation will not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill the vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer and any other office may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president will preside at all meetings of the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign

all leases, mortgages, deeds and other written instruments and will co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president will act for the president in the event of his or her absence, inability or refusal to act, and will exercise and discharge other duties as required by the Board.

Secretary

- (c) The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and perform other duties as required by the Board.

Treasurer

- (d) The treasurer will receive and deposit in appropriate bank accounts all monies of the Association and disburse funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Article IX

COMMITTEES

The Association will appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these by-laws. In addition, the Board of Directors will appoint other committees as deemed appropriate in carrying out its purpose.

Article X

BOOKS AND RECORDS

The books, records and papers of the Association will at all times, during reasonable business hours, be subject to the inspection by any member. The Declaration, the Articles of Incorporation and the By-laws of the Association will

be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which the assessment is made. The amount of each annual and special assessment shall be determined from time to time by a majority vote of the Board of Directors. Any assessments which are not paid when due will be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at the rate of 10% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any action will be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Area or abandonment of his or her Lot.

Article XII

CORPORATE SEAL

The Association will not have a seal.

Article XIII

AMENDMENTS

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles will control; and in the case of any conflict between the Declaration and these bylaws, the Declaration will control.

Article XIV

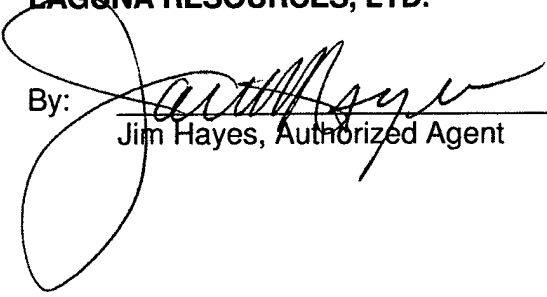
MISCELLANEOUS

The fiscal year of the Association will begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year will begin on the date of incorporation.

Executed this 19th day of February, 2014.

LAGUNA RESOURCES, LTD.

By:


Jim Hayes, Authorized Agent

ALTERNATIVE PAYMENT SCHEDULE POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Alternative Payment Schedule Policy ("Policy") to provide guidance regarding homeowner requests for payment plans of amounts owing to the Association. The Policy also serves to comply with legislative requirements. This Policy supersedes all applicable policies heretofore adopted.

The Association will consider homeowner requests for an alternative payment schedule for any delinquent regular or special assessments. The homeowner may propose a reasonable plan of partial payments that must be no less than three (3) months and no more than eighteen (18) months in length. In accordance with legislative requirements, the Association will not approve alternative payment schedules that are beyond the bounds of these time constraints. The Association shall review all proposals equitably and, in consideration of all surrounding circumstances, may or may not accept the request.

The homeowner will not incur penalties associated with delinquent assessments during the term of one satisfied alternative payment schedule. For the purposes of this Policy, penalties will include initial and monthly late fees but will not include interest or reasonable costs associated with implementing an alternative payment schedule. The Association is not required to enter into an alternative payment schedule with a homeowner who has failed to honor the terms of a previous plan within the two (2) years prior to the most recent request.

Except as provided below, all payments, whether or not made under an alternative payment schedule, received after the effective date of this policy shall be applied to amounts owing in the following order: (1) any delinquent assessment(s); (2) any current assessment(s); (3) any attorney's fees or third party collection costs associated solely with assessments or any other charge incurred by the Association that could provide the basis for foreclosure; (4) any other attorney's fees incurred by the Association; (5) any fines assessed by the Association; and (6) any other amount owed to the Association, including late fees and/or interest. If a payment is received from an owner who is in default under an alternative payment schedule, the payment shall be applied to amounts owing to the Association in accordance with applicable policy adopted by the Association, or as hereafter otherwise determined by the Association, so long as fines assessed by the Association are not given priority over any other amount. For the purposes of this paragraph, fines do not include late fees or interest assessed by the Association.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Alternative Payment Schedule Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on May 27, 2015.



President

COLLECTION REFERRAL POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Collection Referral Policy ("Policy") to provide guidance regarding collection actions of the Association management company or Association attorney of amounts owing to the Association. This Policy supersedes all applicable policies heretofore adopted.

As a general policy, unpaid assessments, whether annual or special, shall be collected in the first instance by the Association management company. The Association management company shall issue all statements for all assessments. For assessments remaining unpaid thirty days after the due date, the management company shall issue up to three follow up notices at not less than thirty day intervals. The management company is hereby authorized to issue all such notices without further authorization or direction of the board of directors.

For all assessments remaining unpaid for at least thirty days after the third notice as set forth above, the management company shall refer such matters to the Association attorney to issue its/his/her demand for payment. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the homeowner.

The Association attorney shall, upon referral, issue its/his/her demand to each such homeowner and shall, to the extent feasible and allowable, include therein all amounts that are to be charged to the Association for such legal services. The Association attorney may issue a follow up demand in accordance with applicable law. Upon referral, the Association attorney is authorized to issue all such demands without further authorization or direction of the board of directors.

Any delinquent accounts not collected by the attorney within a reasonable time after the second demand shall be referred back to the management company to be held pending either (a) an instance that would cause the account to be paid or (b) for the next year's assessment.

Notwithstanding the above, all accounts in arrears (a) for a period of time not more than the applicable statute of limitations or (b) in the amount of \$1,000, including all charges, shall be referred to the Association attorney for final collection. At present, the statute of limitations is four years. Thus, accounts in arrears for three years shall be referred to the attorney for final collection regardless of dollar amount owed. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the homeowner. Upon referral, the Association attorney shall be authorized to issue further demands, file lawsuits, or take such other action to collect such accounts as may be lawful and appropriate under the circumstances.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor

is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Collection Referral Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on May 27, 2015.



President

DELINQUENCY COLLECTION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Delinquency Collection Policy ("Policy") to provide guidelines for issues surrounding the collection of delinquent amounts owing to the Association.

Late Fees

Any assessment not paid in full within 10 days after the day following the due date thereof (and payment is deemed made only upon receipt of good funds by the Association) shall accrue interest thereon from and after the day following the due date at the rate of 18% per annum until paid. An owner who has not paid in full any assessment as provided above shall also be subject to a one-time late fee of \$25.00 per assessment, to be charged on the 11th day following such due date. The foregoing late fee is in addition to any interest provided for in the subdivision deed restrictions, as may be amended, under the other Association governing documents, or under applicable law.

Returned Check Fee (Bank Returned Payment Devices)

The penalty for a returned check submitted as payment to the Association is a \$30.00 fee, plus any applicable bank charges and other costs incurred in collecting the amounts to have been paid by such check.

Application of Payments

Payments received from an owner not in default under an alternative payment schedule are to be applied in accordance with applicable policy adopted by the Association.

Transfer Fee

On each transfer of title to a lot, the purchaser shall pay the Association a transfer fee in the amount of \$125.00. Such fee is due at the time of transfer of title; no transfer of title will be accepted without receipt of payment in full.

Re-sale Certificates

The charge for re-sale certificates and updates to re-sale certificates as provided for under ch. 207, Texas Property Code, is \$250.00. Payment in full must be received at the time of the request for such certificate or update; no request for a re-sale certificate or update will be accepted without receipt of payment in full.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Delinquency Collection Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on May 27, 2015.



President

DOCUMENT PRODUCTION AND COPYING POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Document Production and Copying Policy ("Policy") to provide and describe guidelines regarding the request, inspection, production and copying of Association books and records. The purposes of the Policy are to provide guidance to homeowners and the Board of Directors as to the process, costs, and requirements for requesting, inspecting, producing and copying Association books and records and to comply with legislative requirements. This Policy supersedes all applicable policies heretofore adopted.

The Association shall make all books and records, including financial records, open and reasonably available for examination by a homeowner, or a person designated in writing signed by the homeowner as the homeowner's agent, attorney, or certified public accountant (collectively "Agent"), except as otherwise provided by this Policy or legislative restrictions. This Policy does not specify which documents may or may not be available for production, but only describes the method by which to obtain documentation that may be released to a homeowner or Agent.

Requesting Documents

A homeowner or Agent must submit a written request by certified mail describing with sufficient detail the requested books and records to the mailing address of the Association or authorized representative as reflected on the most current management certificate. The written request must specify whether the homeowner or Agent elects to inspect the books and records before obtaining copies or to have the Association forward copies of the requested materials.

Requesting an Inspection

If an inspection is requested, the Association shall send written notice of dates during normal business hours that the homeowner or Agent may inspect the requested books and records on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this Policy and to the extent those book and records are in the possession, custody, or control of the Association.

Inspections shall take place at a mutually agreed upon time during normal business hours, and, if copies are requested, the homeowner or Agent shall identify which books and records for the Association to copy and forward to the homeowner or Agent.

Requesting Copies

If copies of specified books and records are requested, the Association shall produce the requested books and records for the homeowner or Agent on or before the 10th business day after the date the Association receives the written request, except as otherwise provided by this Policy and to the extent those books and records are in the possession, custody, or control of the Association.

Unavailable Books and Records

If unable to produce the specified information on or before the 10th business day after receiving the request, the Association shall provide written notice to inform the requesting party that the Association is unable to produce the information by that day and state a date by which the information will be sent or made available for inspection no later than 15 business days following the date of notice.

Costs and Advanced Payment of Compilation, Production, and Reproduction Costs

Costs associated with compilation, production, and reproduction will be estimated by the Association based on charges applicable for an item or service under 1 T.A.C. Section 70.3 and amendments thereof. The homeowner shall submit advance payment of the estimated costs prior to compilation, production and reproduction of any requested materials. If the actual cost is lower or greater than the estimated cost, the Association shall send a final invoice to the homeowner on or before the 30th business day after the date the information is delivered. If the actual cost exceeds the estimated cost, the additional amounts may be added to the homeowner's account as an assessment if not paid before the 30th business day after the date the invoice is sent. If the estimated cost exceeds the actual cost, the Association shall reimburse the requesting party no later than the 30th business day after the date the invoice is sent to the homeowner.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Document Production and Copying Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc. at a meeting thereof duly called and held on May 27, 2015.



President

DOCUMENT RETENTION POLICY

Laguna Harbor Property Owners Association, Inc. ("Association") has adopted this Document Retention Policy ("Policy") to provide and describe guidelines regarding retention of Association documents. The purposes of this Policy are to specify documents to be maintained by the Association for an appropriate length of time and to comply with legislative requirements for document retention. This Policy supersedes all applicable policies heretofore adopted.

The Association shall retain the following documents for the term(s) specified below or for such longer period as otherwise determined by the Board of Directors or as may be required by applicable law:

1. The certificates of formation, bylaws, restrictive covenants, and all amendments thereto shall be retained permanently by the Association.
2. Financial books and records shall be retained for a period of seven years from the fiscal year end. This does not include analyses of financial books and records.
3. Tax returns and audit records shall be retained for a period of seven years from the fiscal year end.
4. Minutes of the proceedings of the members, Board of Directors, or committees shall be retained for a period of seven years after such meeting.
5. Account records of each current member of the Association shall be retained for a period of five years from the date of entry.
6. Third party contracts having a term of one year or more shall be retained for a period of four years after expiration of the contract term

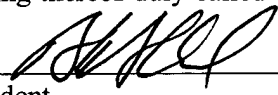
The Board of Directors may destroy, delete or throw out documents that are no longer required to be retained at any time following the expiration of the applicable minimum retention period as set forth in this Policy. The Association may retain any other documents not covered by this Policy for any period of time or may destroy, delete or throw out such documents at any time.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

President Certificate

I hereby certify that the foregoing Document Retention Policy was adopted by the Board of Directors of Laguna Harbor Property Owners Association, Inc., Inc. at a meeting thereof duly called and held on

May 27, 2015.



 President

FILED AND RECORDED

Instrument Number: *2015035876*

Recording Fee: 122.00

Number Of Pages: 26

Filing and Recording Date: 06/05/2015 4:31PM

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 fluid and cursive, with a horizontal line drawn 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.*