

AGREEMENT REGARDING SHARED COMMON AREAS & DEVELOPMENT

This Agreement Regarding Shared Common Areas & Development (this “**Agreement**”) is dated as of August ____, 2023, by the LBV PROPERTY OWNERS’ ASSOCIATION, INC., a Texas nonprofit corporation (the “**Association**”) and ESTES POINTE DEVELOPMENT LLC, a Texas limited liability company, its successors and assigns] (“**Phase II Owner**”). The Association and Phase II Owner are sometimes collectively referred to as the “Parties” or individually as “Party”.

RECITALS

A. The Association is the owner of the “**Common Areas**” (i) illustrated on that certain delineated in that plat for Phase I Property Subdivision - Phase I (“**Phase I Property**”), filed of record at Volume 5, Page 89 of the Plat Records of Aransas County, Texas (“**Plat**”), and (ii) as defined in that certain Declaration of Covenants, Conditions and Restrictions, filed of record as File No. 264992 of the Official Public Records of Aransas County, Texas (the “**Phase I Declaration**”). For purposes of this Agreement, the Common Areas include only the Entrance, and Lake (i.e. “Common Area Lake) (adjacent to the Phase II Property, defined below) all as defined in the Phase I Declaration and referred to herein as the “**Phase I Common Areas**”).

B. The Phase II Owner is the owner of that certain approximately 28.85-acre tract of land immediately adjacent to the Phase I Common Areas, as more particularly described by metes and bounds on **Exhibit A** attached hereto (the “**Phase II Property**”). The Phase II Property is illustrated as “Phase II” on the Plat, and is further described as the “LBV Phase II Property” in that Easement Agreement dated July 20, 2004, filed of record in File No. 273119 of the Real Property Records of Aransas County, Texas (the “**Easement Agreement**”).

C. The Phase II Owner intends to develop the Phase II Property into a single-family home community comprised of 68 lots (“**Estes Pointe**”) based on the preliminary concept plan attached hereto on **Exhibit B** (the “**Concept Plan**”). While the Phase II Property and Estes Pointe will not be subject to the Phase I Declaration, (i) the Association has agreed to grant, and clarify, rights of the Phase II Property in and to the Phase I Common Areas, and (ii) Phase II Owner has agreed to develop Estes Pointe subject to the architectural guidelines described herein.

D. In connection with the foregoing, the Association and Phase II Owner have agreed to certain agreements concerning the development of Estes Point and the common use and enjoyment of the Phase I Common Areas.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Association and Phase II Owner hereby agree as follows:

1) **Entrance Drive.**

a) The Parties hereby agree and acknowledge that the Easement Agreement allows the owners, guests and invitees of the Phase II Property to use the Entrance. Without limiting the generality of the foregoing, the Entrance, including the curb cuts providing access to and from State Highway 35, that portion of La Buena Drive that provides ingress and egress from each of Phase I Property and the Phase II Property to State Highway 35 and the related improvements (including the median and roundabout) as illustrated on the Concept Plan (collectively, the “**Entrance Drive**”) shall be owned, maintained, repaired

and operated on an “open basis”, without a gates or access codes, and in a manner that provides free and uninterrupted access from the Phase II Property and Estes Pointe, to Highway 35.

b) The Association hereby authorizes the Phase II Owner to construct, install and maintain within the Entrance Drive in the areas as shown on the Concept Plan certain facilities, including hardscape, monument signage (identifying the communities on the Phase I Property and Phase II Property), expanded mailboxes, and other similar improvements for the benefit of the Phase II Owner and Estes Pointe; subject, however, to the Association’s prior written approval of the design of such facilities prior to installation. The costs of such facilities shall be borne exclusively by the Phase II Owner.

c) Phase II Owner shall construct and maintain a secondary entrance to be created at the intersection of Highway 35 and Highway 188 illustrated on Concept Plan (“**Estes Pointe Secondary Entrance**”). Any and all construction traffic related to development of the Phase II Property, including the construction of residences in the Phase II Property, shall use the Estes Pointe Secondary Entrance. The Estes Point Secondary Entrance shall remain open until the Phase II Property is completely built out.

d) Phase II Owner has advised the Association that the approved Concept Plan reflects the current proposed layout of lots, roadways, parks and common areas for the Phase II Property. The Association hereby agrees and acknowledges that the Concept Plan has been attached hereto for reference purposes only, and that minor adjustment may be made to the Concept Plan in order to coordinate utility layout, drainage requirements, governmental approvals and other similar modifications. Any material modification to the Concept Plan will require the Association’s prior written approval. Notwithstanding the foregoing, the number of lots shall not exceed 68 single-family lots, and the minimum width of the waterfront lots shall be no less than 60 feet (60’), except minor deviations for waterfront lots with curved boundaries or other odd-shaped lots.

2) **Common Lake Area.**

a) Without limiting any and all rights of the Phase II Property Owner to in and to the Common Area Lake as a matter of law, the Association hereby authorizes the Phase II Property Owner to access, use and enjoy the Common Area Lake in accordance with the terms and conditions of this Agreement. The Association hereby authorizes the grants and conveys the Phase II Property Owner an easement reasonable use and enjoyment of the Common Area Lake, including (a) the reasonable free flow of boat traffic for ingress, egress and access over and across the Common Area Lake for the common benefit of the Phase II Property Owner, its successors and assigns and their guests and invitees, (b) the construction of the boat ramp, docks, piers, boat lifts, and storage of watercrafts in accordance with Section 3 below, and (c) maintenance of the bulkheads in accordance with Section 4. Nothing herein shall be construed to grant any permission to build any houses, residences, or other structures in the Common Area Lake.

b) The Phase II Property Owner and its successors and assigns, including but not limited to homeowners in Estes Pointe, shall use the Common Area Lake in accordance with the dock rules set forth on **Exhibit E**, established by the Association prior to the date of this Agreement for the Phase I Property (the “**Lake Rules**”). The Association hereby acknowledges and agrees that the Lake Rules shall be applied consistently and shall be enforced in a nondiscriminatory manner against Phase II Property owners.

c) Phase II Owner and its successors and assigns, including but not limited to homeowners in Estes Pointe, will not dump or discharge anything into the Common Lake Area, including but not limited to soil, waste of any kind, construction debris, plants, grass, trees, any hazardous substances, or anything that adversely affects the wetlands or the environment. Further, the Wetlands (as defined in the Phase I Declaration and designated on the Plat) and shall be protected in accordance with local, state and federal regulations.

d) The Phase II Property Owner hereby grants the owners of lots in the Phase I Property an easement to access and utilize any boat ramp constructed, maintained and operated in the Phase II Property.

3) Boat Ramp and Docks. The Phase II Owner may construct, install and maintain a boat ramp, boat docks, bulkhead and other improvements on the Common Area Lake for the benefit of the Phase II Property in accordance with the plan illustrated on Exhibit C (the “Dock Plan”). As more specifically designated on the Dock Plan, Phase II Owner shall be authorized to construct the following categories of boat docks, in three general areas more particularly described below:

a) Private Residential Docks: The Phase II Owner, or subsequent individual owners of Lot Numbers 28-40, 46-51 and 54-59 within Estes Pointe, shall be permitted to construct one (1) private residential dock behind such corresponding lots (each a “Residential Dock”). No Residential Dock may be constructed prior to the commencement of construction of a home on the appurtenant lot. The dock layout and configuration shall be either “angled” or “L-shaped” depending on lot number as denoted in Exhibit C. The type of dock configuration is more particularly described on the Dock Plan. Each Residential Dock shall be no more than twenty-six feet (26’) in width at its widest point. The Residential Docks shall extend outward from the bulkhead to a point such that the water depth at the centerline of the berthing space (inset 6’ from the inner edge of dock) has a minimum of 4’ of water depth at Mean Low Tide, but in no case shall the dock structure extend more than 39’ from the bulkhead. Lot owners may construct a secondary, parallel finger pier in the area between the main finger pier and bulkhead as shown on the diagram on the Dock Plan. Lot owners may also install a boat lift on their Residential Dock provided the lift is installed between the bulkhead and the angled or perpendicular finger.

b) Finger-slips in Boat Ramp Area. The Phase II Owner may construct up to nine (9) piers and a perimeter walkway in the area surrounding the Boat Ramp illustrated on the Dock Plan (collectively, the “Ramp Docks”). The finger piers shall be 48” wide and 22’ in length. Boat lifts may be installed on either side of the finger piers. The Phase II Owner agrees that the Ramp Docks may be used only by the members and guests of members of the Phase II POA, and by no other individuals as an additional amenity and common area to serve the Phase II POA.

c) Marina Basin: The Phase II Owner shall construct a basin and finger piers in the area shown on Exhibit C (the “Marina Basin”). The Marina Basin and improvements shall be permitted through the US Army Corps of Engineers and other relevant entities. Boat lifts may be installed on either side of the finger piers. The Marina Basin shall be created by a dry excavation of material behind the existing bulkhead. As depicted in Exhibit F, some sediment that has built up along the edge of the existing bulkhead may need to be removed when the existing bulkhead is removed.

d) Dock Plan. Phase II Owner has advised the Association that Dock Plan reflects the existing plan prepared by Phase II Owner, which remains subject to minor revisions or modifications, or any other adjustments as may be required by approval of any applicable governmental authority. Any material modification to the Dock Plan will require the Association’s prior written approval.

e) No Objection During Permit Process. The Residential Docks, the Ramp Docks, Marina Basin and related work and improvements shall be subject to a permitting process with the U.S. Army Corps of Engineers and potentially other local, state, and federal permitting agencies. So long as the Phase II Owner is in compliance with this Agreement, the Association agrees to take no action to oppose the construction of the Residential Docks, the Ramp Docks or the Marina Basin.

4) Bulkhead. The Parties agree that Phase II Owner and any successive owners of the Phase II Property shall be solely responsible for all of the bulkhead maintenance along the northern shore of the

Common Lake Area extending from the southwest boundary line of the Phase II Property just north of the Entrance Drive to the end of the boundary line, as shown in **Exhibit D**, regardless of whether or not such bulkhead is on the Phase II Property or the Common Lake Area.

5) **Maintenance Dredging.**

a) Except for the limited removal of the sediment as may be required in connection with the removal of the bulkhead in accordance with Section 3(c) and as depicted on Exhibit F, no dredging of the Common Area Lake is allowed during the construction of any Residential Dock, Ramp Dock or Marina Basin.

b) From time to time, silting may occur in portions of the entrance channel, Common Lake Area and bulkhead areas that may necessitate maintenance dredging to ensure that such areas remain navigable for sport or recreation vessels using such areas for access to the intracoastal waterway ("**Maintenance Dredging**"). If the Parties agree on the need for Maintenance Dredging, they must agree to appoint a reputable and knowledgeable engineer and contractor to undertake such work. Any dredging shall only be undertaken with the proper local, state and federal permits, by a qualified contractor with appropriate bonding capacity and insurance coverage.

c) If only one Party believes there is a need for Maintenance Dredging, the Party must provide written notice to the other Party asking for approval to commence the process of Maintenance Dredging. Such approval shall not be unreasonably withheld by the other Party. In the event the other Party does not respond within ten (10) days of receipt, approval shall be deemed granted.

d) Cost sharing for such Maintenance Dredging shall be determined according to the location of the work. The costs for Maintenance Dredging in areas immediately in front of bulkhead of residential lots, shall be borne one hundred percent (100%) by the respective Party. The cost for Maintenance Dredging in all other areas of the Common Area Lake and the entrance channel shall be split equally between the Parties.

6) **Shared Common Area Expenses.** The Phase II Owner (or the property owners' association to be established for Estes Pointe, or any other community developed on the Phase II Property, the "**Phase II POA**") will share in the expense of maintenance of the Entrance. The Phase II Owner shall pay all reasonable and verifiable costs and expenses of the Association to maintain, repair and replace the Entrance on a pro-rata basis, based on the proportion of residential lots platted on the Phase II Property, compared to the total number of residential lots platted in the Phase I Property and the Phase II Property. The Association and Phase II POA shall meet annually to determine and agree upon the annual operating and maintenance budget for the Entrance (the "**Approved Budget**"). Such Approved Budget shall include a twenty-five percent (25%) contingency for unforeseen expenses and maintenance items. Expenses incurred that are within the Approved Budget shall be promptly paid by each respective association. Expenses or projects that are outside of the Approved Budget shall be discussed and agreed upon by the Association and the Phase II POA. The portion of the costs to be borne by the Phase II Owner or Phase II POA, as applicable, shall be due and payable to the Association within thirty (30) days of the delivery of an invoice for such work or as otherwise agreed by the parties.

7) **Phase II Property Home Construction and Architectural Guidelines.** Phase II Owner shall adopt restrictive covenants applicable to the Phase II Property (the "**Restrictive Covenants**"). The Restrictive Covenants shall limit development in the Phase II Property to single-family residential uses and contain architectural guidelines and covenants which reflect best practices for other similar coastal projects:

a) **House Plans.** Building height is restricted to forty-five (45) feet measured from the lot grade to the midpoint of the highest ridge. Neighborhood Park (non-waterfront) lots shall have a

minimum of 1,800 square feet of conditioned space. All other lots shall have a minimum of 2,200 square feet of conditioned space. Exterior materials must be Hardiplank and/or stucco (or similar) with aluminum or standing seam metal roofs in non-painted Galvalume. Homes elevated on pilings to accommodate ground floor parking must be enclosed with garage doors in white or synthetic stained wood. Home color should be soft coastal pastel or white. The Phase II Owner intends to develop all residences on the Phase II Property with a “southern coastal” architectural style, consistent with styles in and around Key West, and Charleston, South Carolina as well as architecture styles of Bermuda and the Caribbean. In order to maintain this consistent design throughout the Estes Park, the Phase II POA will institute the following development restrictions: (i) a single roof volume will not be permitted, (ii) roofs must have overhangs of minimum 1.0 foot; (iii) windows and doors must have exterior white trim at least 6” wide; (iv) main entry doors must be designed within an entry.

b) Setbacks. Five (5) feet from the sides, twenty (20) feet from the back, twenty (20) feet from the front for all non-waterfront lots, and five (5) feet from the sides, twenty (20) feet from the back, thirty-five (35) feet from the front for all waterfront lots. Setbacks for non-waterfront lots which are serviced by rear alleys may be shortened to accommodate a courtyard-style home with a pedestrian oriented entry at the front with garage access in the back.

c) Swimming Pool. Swimming pools may extend into rear setback for waterfront lots only and must be engineered to assure structural integrity of bulkhead and tie-back systems.

d) Screening. Screening shall match dwelling’s siding or fencing. Items that must be screened from public view include AC equipment, pool equipment, generators, and garbage receptacles.

e) Landscaping. Yards must be landscaped in at least 60% of their area, except for pools and courtyards, to ensure a green feel to the neighborhood. All lots must have at least 3 palm trees that are a minimum of 10 feet tall and 4 inches in diameter.

f) Fencing. Fences must be constructed of composite material or well-maintained vegetation screen. Vinyl Fence design/ pattern shall be consistent with the dwelling’s balconies, parapets’ design. Fences may not exceed six feet (6’) in height along rear (canal side) and side setback or four (4’) in height along or parallel to front (street side) setbacks. No fence shall be closer than 20” to any street.

8) Rentals. The Phase II Property shall be subject to the following restrictions for rentals of less than six (6) months (“STR”), which will be adopted by the Phase II POA.

a) Limited Number of Rentals: No more than twenty-five (25) homes may rent homes as an STR basis at any one time.

b) Minimum Length of Stay: Five (5) days

c) Management. All STRs independently managed shall be managed by one professional management company, which is based locally, and which will facilitate check in issues, rule infractions, maintenance issues, etc. The designated management company will enforce all rules of the Phase II POA, including, for noise, occupancy, parking, and use of common area, including Shared Common Areas.

d) Fees. All STRs will be conditioned upon damage and liability deposits and minimum rental rates.

9) Private Residential and Community Dock Rules. The Phase II Property shall be subject to the rules outlined on attached **Exhibit E** shall be adopted by Phase II POA.

10) Financial Consideration. In addition to cost sharing for operating and maintenance expenses related to the Entrance and Common Area Lake, the Phase II Owner (or applicable successors-in-interest) shall make the following payments and/or improvements to the Association in consideration for the easements described in this agreement:

a) One Hundred Thousand and No/100 Dollars (\$100,000.00) paid by Phase II Owner to the Association within ten (10) days following the execution of this agreement.

b) Landscape, hardscape and signage improvements to the Entrance Drive (“Entrance Drive Improvements”) of at least Two-Hundred Forty Thousand Dollars (\$240,000) shall be designed and installed at the sole expense of the Phase II Owner. The improvements will be designed to benefit both sides (North and South) of the shared entrance equally. The Phase II Owner shall lead and manage the design and construction of the improvements and shall coordinate design decisions with the Association. The Association shall appoint an authorized agent to coordinate the design and any approvals for the Entrance Drive Improvements with the Phase II Owner.

c) Five Thousand and No/100 Dollars (\$5,000.00) paid prior to the construction of any Residential Dock, as a one-time capital contribution to the Association prior to the construction of the dock.

d) Five Thousand and No/100 Dollars (\$5,000.00) paid prior to the construction of any Ramp Dock (currently anticipated to be 16 total Ramp Docks), as a one-time capital contribution.

11) Duration. The covenants and easements contained in this Agreement shall run with the land and bind the respective properties of the Parties in accordance with their terms. The Parties agree that the easements provided herein solely are conditioned upon the covenants provided hereunder and shall not be considered severable or separable in any manner.

12) Inurement. This Agreement shall inure to the benefit of and be binding on the respective successors and assigns of the respective parties to this Agreement; provided that, the limited easements provided above shall be appurtenant to and run with the land of that portion of the Phase I Property and Phase II Property and shall not be severable or assignable separate from such adjacent property.

13) Notices. Any notice required or permitted to be given hereunder shall be made in writing and sent to the address of the other party as reflected in the records of the Aransas County Appraisal District either by (i) hand delivery, (ii) overnight delivery service, or (iii) U.S. registered or certified mail, postage prepaid, return receipt requested. Any notice by (i) or (ii) above shall be effective upon actual delivery, or by (iii) above shall be effective three business days after such notice was sent.

14) No Joint Venture or Partnership. Neither party shall in any way or for any purpose whatsoever, become or be deemed a partner or principal of the other party or a joint venturer or member of a joint enterprise with the other party. The relationship of the Parties strictly shall be contractual as provided above.

15) Entire Agreement. This Agreement represents the entire agreement of the Parties and may not be modified except by written agreement of the Parties. This Agreement includes all prior oral or other unwritten agreements of the Parties in connection with the subjects herein.

[signature page to follow]

This AGREEMENT REGARDING SHARED COMMON AREAS & DEVELOPMENT is executed to be effective as of the date first set forth above.

ASSOCIATION:

LBV PROPERTY OWNERS' ASSOCIATION, INC., a
Texas nonprofit corporation

By: _____
Printed Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission expires: _____

This AGREEMENT REGARDING SHARED COMMON AREAS & DEVELOPMENT is executed to be effective as of the date first set forth above.

PHASE II OWNER:

ESTES POINTE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission expires: _____

This AGREEMENT REGARDING SHARED COMMON AREAS & DEVELOPMENT is executed to be effective as of the date first set forth above.

ASSOCIATION:

LBV PROPERTY OWNERS' ASSOCIATION, INC., a
Texas nonprofit corporation

By: Constance Bradley
Printed Name: Constance Bradley
Title: President

STATE OF Texas)

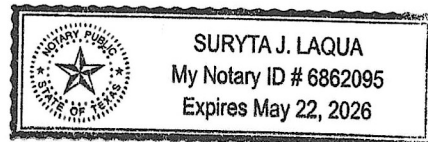
COUNTY OF Aransas)

On this 29th day of August, 2023, before me, the undersigned notary public, personally appeared Constance Bradley, President, LBV POA, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Suryta J. Laqua

Notary Public

My Commission expires: 05-22-2026



This AGREEMENT REGARDING SHARED COMMON AREAS & DEVELOPMENT is executed to be effective as of the date first set forth above.

PHASE II OWNER:

ESTES POINTE DEVELOPMENT, LLC,
a Texas limited liability company

By: 

Printed Name: Michael L. Mintz

Title: Manager

STATE OF Texas)

COUNTY OF Nueces)

On this 29th day of August, 2023, before me, the undersigned notary public, personally appeared Michael L. Mintz, as Manager of Estes Pointe Development, LLC, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Lezie Pizio

Notary Public

My Commission expires: 1-20-2026

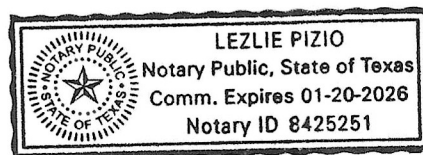


EXHIBIT A
PHASE II PROPERTY

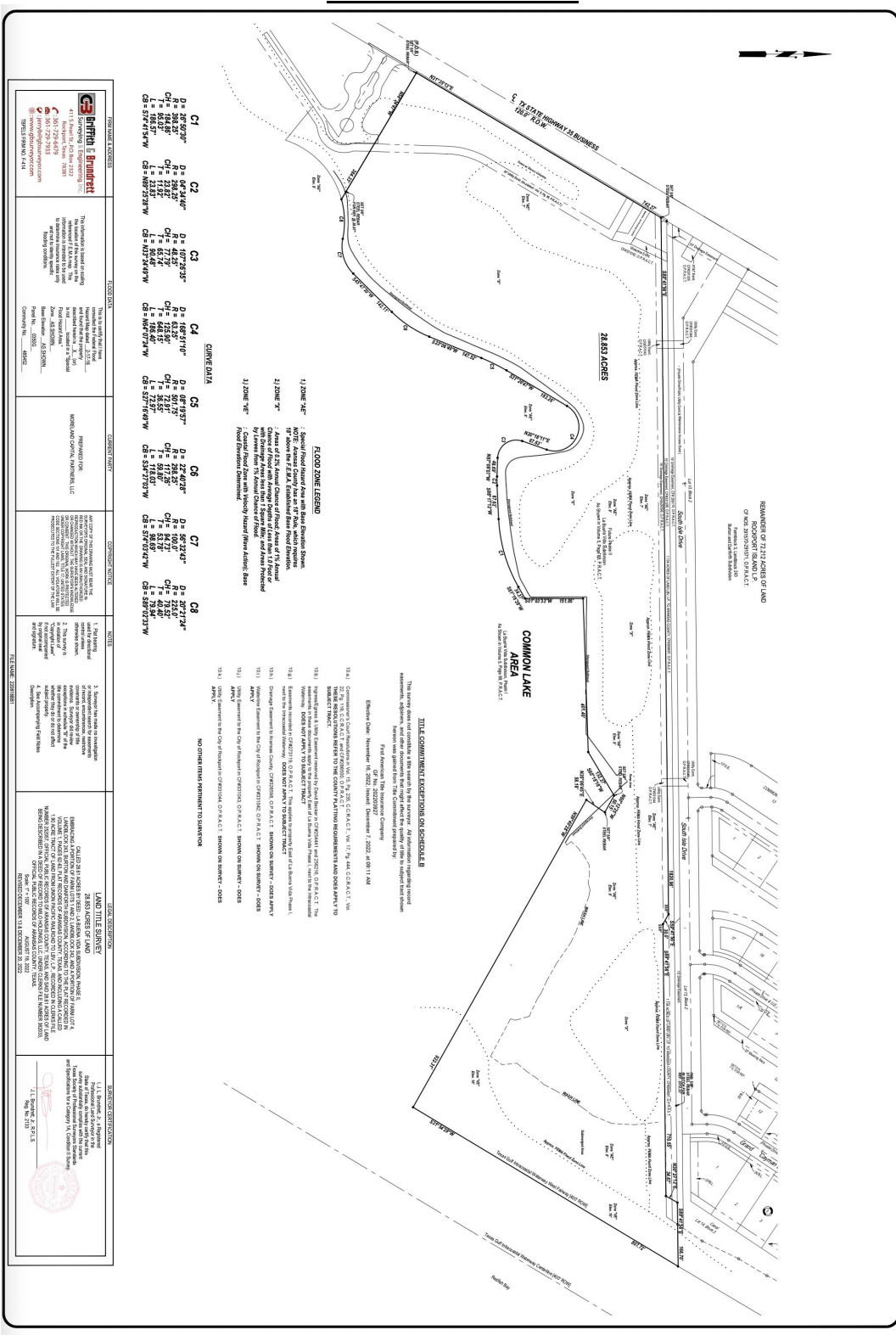
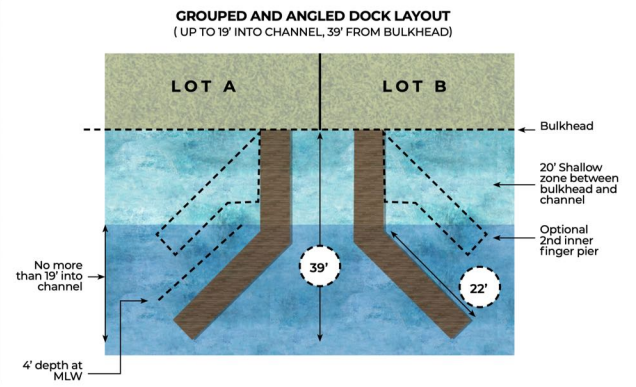
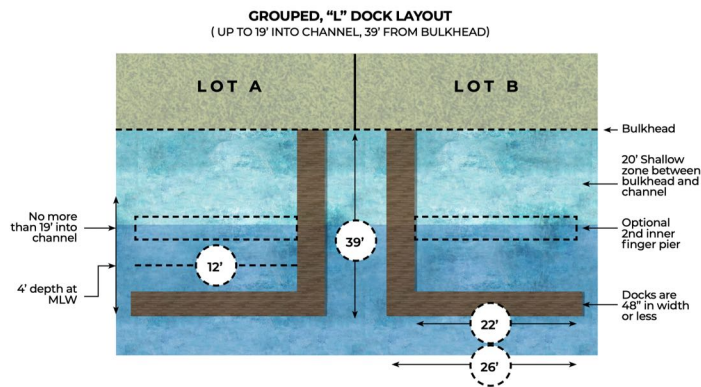
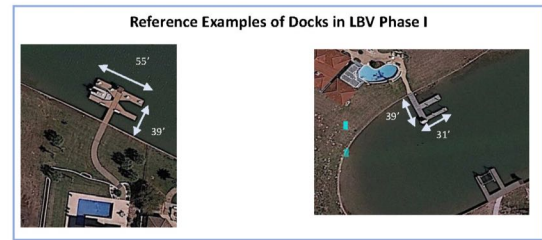
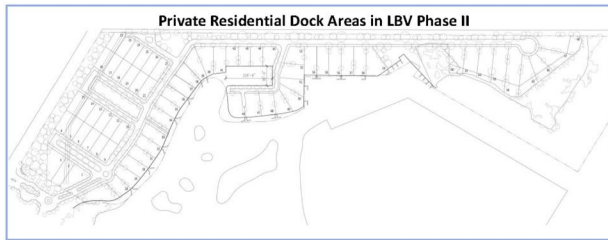


EXHIBIT B
CONCEPT PLAN



EXHIBIT C DOCK PLAN



Outer edge of dock may extend up to 19' into channel. Dock should extend out no further than what is required to have 4' of depth at MLW at the center point (6' from the inner edge of the outer finger pier)

EXHIBIT C CONTINUED
DOCK PLAN

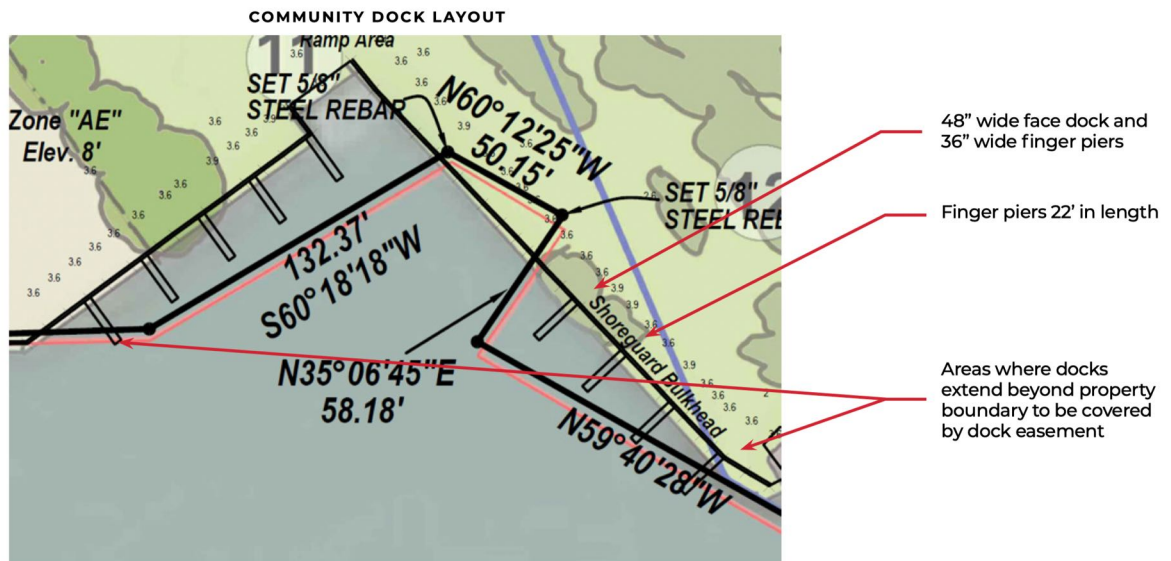
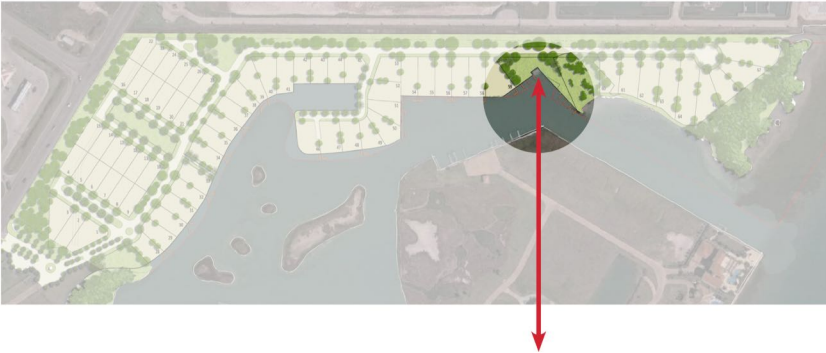


EXHIBIT E
PRIVATE RESIDENTIAL AND COMMUNITY DOCK RULES

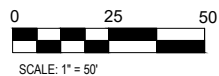
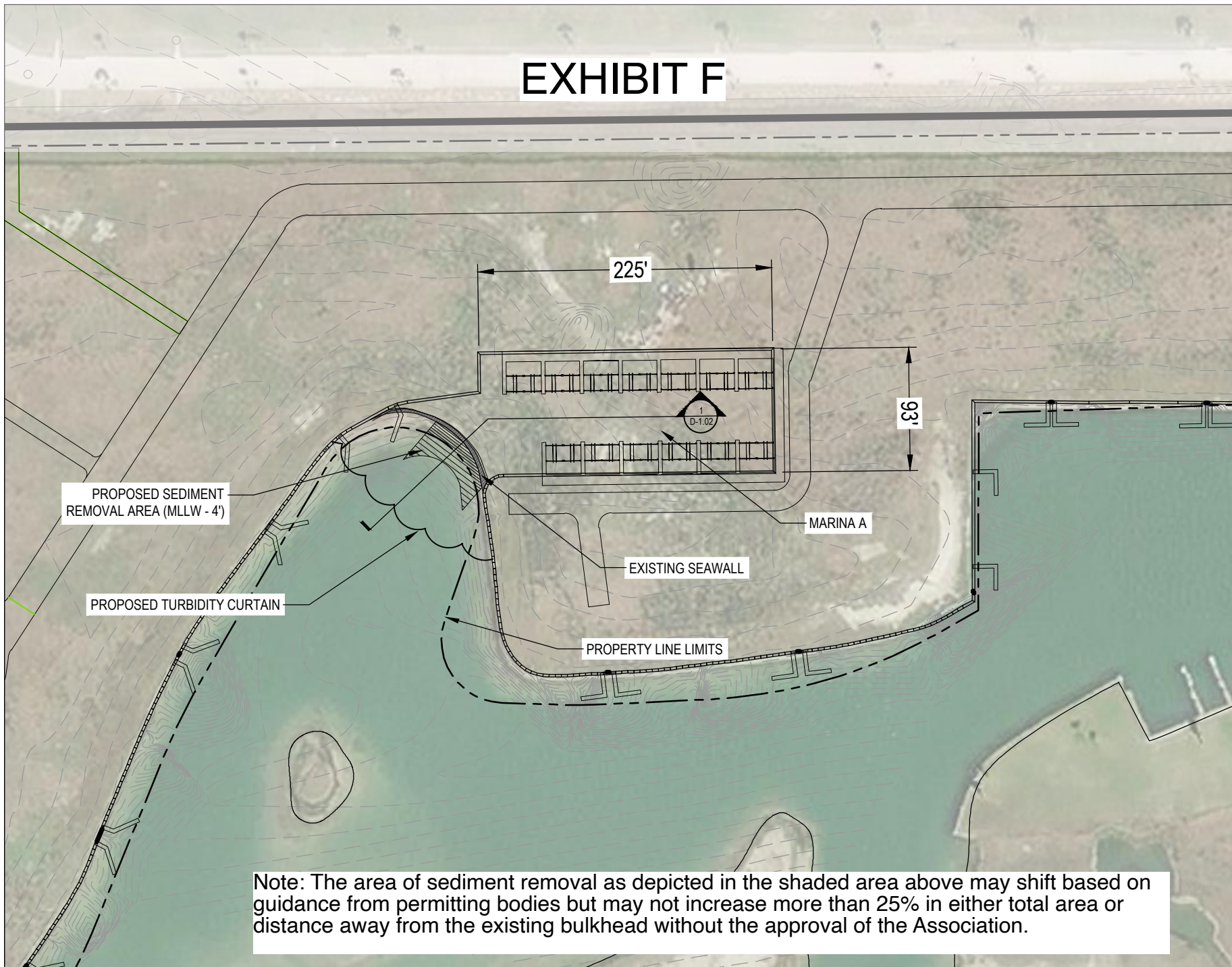
Private Residential Dock Rules & Regulations

- Dock dimensions and layout must conform to the specifications outlined in Exhibit 1A herein.
- All such docks shall be constructed substantially alike in size, material and design, and no dock shall be constructed without the prior written approval of the architectural review authority for the Association.
- Vessels shall be operated carefully within the basin at idle speed.
ABSOLUTELY NO WAKE
- Docks are to be kept clear of supplies, equipment, dinghies, or any other obstructions. Bicycles, motorcycles, skateboards and similar vehicles are not allowed on piers and docks.
- Refuse and garbage must not be thrown overboard and must be carried back to the residence and disposed with the homeowner's personal garbage. NO PERSON SHALL DISCHARGE OIL, HOLDING TANKS OR SEWAGE, SPIRITS OR FLAMMABLE LIQUIDS INTO MARINA WATER, UNDER ANY CIRCUMSTANCES.
- NO OPEN FIRES OR COOKING GRILLS ARE ALLOWED ON THE DOCKS OR PIERS.
- Swimming, diving, and crabbing are prohibited within the marina. Fishing is allowed only from boater's slip area or owned vessel, or common marina property excluding slips currently leased. FISH CLEANING is allowed in designated areas only.
- No covered docks but lifts may be installed.
- Dock lights shall be limited to low voltage pedestal walkway lighting only and downward facing fishing lights are limited to one (1) per dock and must be installed such that light lenses are at a 90 degree angle to water surface.
- No waterskiing or kiteboarding in the Common Lake Area or channels.

Community Dock Rules & Regulations

- Usage of docks is strictly for owners and their respective guests.
- Pleasure boats only. Must be kept in seaworthy, clean and orderly condition, and capable of moving under their own power. Any boat that sinks must be removed by the owner within 24 hours.
- Vessels shall be operated carefully within the basin at idle speed.
ABSOLUTELY NO WAKE
- Docks, piers, roadways and walkways are to be kept clear of supplies, equipment, dinghies, or any other obstructions. Bicycles, motorcycles, skateboards and similar vehicles are not allowed on piers and docks.
- Refuse and garbage shall not be thrown overboard and must be carried back to the residence and disposed with the homeowner's personal garbage. NO PERSON SHALL DISCHARGE OIL, HOLDING TANKS OR SEWAGE, SPIRITS, BEVERAGES, FOOD OR FLAMMABLE LIQUIDS INTO MARINA WATER, UNDER ANY CIRCUMSTANCES.
- NO OPEN FIRES OR COOKING GRILLS ARE ALLOWED ON THE DOCKS OR PIERS.
- Painting, scraping or repairing of gear shall not be permitted on the marina docks or piers without the prior written approval of the Association. NO MAJOR REPAIRS or alterations may be undertaken in a slip. Routine maintenance may be performed within the marina.
- Swimming, diving, and crabbing are prohibited within the marina. Fishing is allowed only from boater's slip area or owned vessel, or common marina property excluding slips currently leased. FISH CLEANING is allowed in designated areas only.
- No covers
- Dock lights shall be limited to low voltage pedestal walkway lighting only. No fishing lights directed at the water are permitted in community dock areas.
- No waterskiing or kiteboarding in the Common Lake Area or channels.

EXHIBIT F



Edgewater
resources

518 BROAD STREET, SUITE 200
ST. JOSEPH, MI 49085
P: 269.932.4502
edgewaterresources.com

MARINA SEDIMENT MAINTENANCE PLAN

APPLICANT: ESTES POINTE MARINA
WATERWAY: --
CITY: --
COUNTY: --
DATE: 08/01/23
DATUM: NAVD88

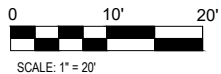
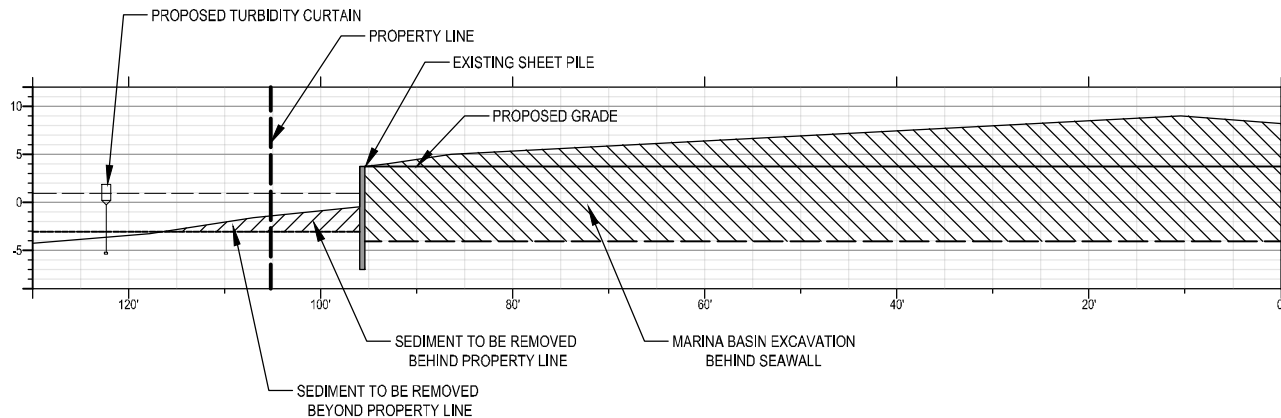
SHEET: 1 OF 2

EXHIBIT F cont'd

MARINA CONSTRUCTION PROCESS

THE CONSTRUCTION OF MARINA A BASIN IS A DRY EXCAVATION AND WILL OCCUR BEHIND THE EXISTING BULKHEAD IN THE FOLLOWING STEPS:

1. THE NEW BULKHEAD SHEET PILE WILL BE DRIVEN IN ALONG THE NEW MARINA A BASIN PERIMETER.
2. A DEWATERING SYSTEM WILL BE INSTALLED, AND THE BASIN WILL THEN BE EXCAVATED FROM WEST TO EAST WITH THE EXISTING BULKHEAD STILL IN PLACE.
3. THE ACCESS DOCK, FINGER PIERS, LIFTS, AND UTILITIES WILL BE INSTALLED IN MARINA A BASIN WHILE IT IS STILL DRY.
4. A TURBIDITY CURTAIN WILL BE INSTALLED OUTSIDE THE EXISTING BULKHEAD, AND MARINA A BASIN WILL BE ALLOWED TO FILL WITH WATER.
5. THE BULKHEAD AND SEDIMENT ALONG THE OUTSIDE OF THE BULKHEAD WILL BE REMOVED IN THE AREA SHOWN ABOVE.
6. LASTLY, ONCE ANY TURBIDITY HAS SETTLED, THE TURBIDITY CURTAIN WILL BE REMOVED.



1 MARINA ENTRANCE SECTION

MARINA BASIN SECTION

APPLICANT: ESTES POINTE MARINA
 WATERWAY: --
 CITY: --
 COUNTY: --
 DATE: 08/01/23
 DATUM: NAVD88

SHEET: 2 OF 2

Edgewater
resources

518 BROAD STREET, SUITE 200
 ST. JOSEPH, MI 49085
 P: 269.932.4502
 edgewaterresources.com

**THE STATE OF TEXAS
COUNTY OF ARANSAS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Aransas County, Texas.

400704 AGR

08/29/2023 03:37:38 PM Total Fees: \$90.00

Recorded By: Angela Picarazzi

Misty Kimbrough



Misty Kimbrough, County Clerk
Aransas County, Texas