

FIRST AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
BALMORAL

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, BALMORAL LT, LLC, a Texas limited liability company (“Developer”), is the sole record owner of the real property described by metes and bounds in Exhibit “A” attached to the Declaration (the “Property”); and

WHEREAS, by instrument entitled “Declaration of Covenants, Conditions and Restrictions for Balmoral” filed in the Official Public Records of Real Property of Harris County, Texas, under Clerk’s File No. 2017-139910 (the “Declaration”), Developer imposed various covenants, conditions, restrictions, and easements on the Property; and

WHEREAS, Article IX, Section 9.7, of the Declaration provides that the Declaration may be amended by Developer without the joinder of any other party as long as Developer owns a Lot and the amendment to the Declaration is not materially inconsistent with the residential character of the Property; and

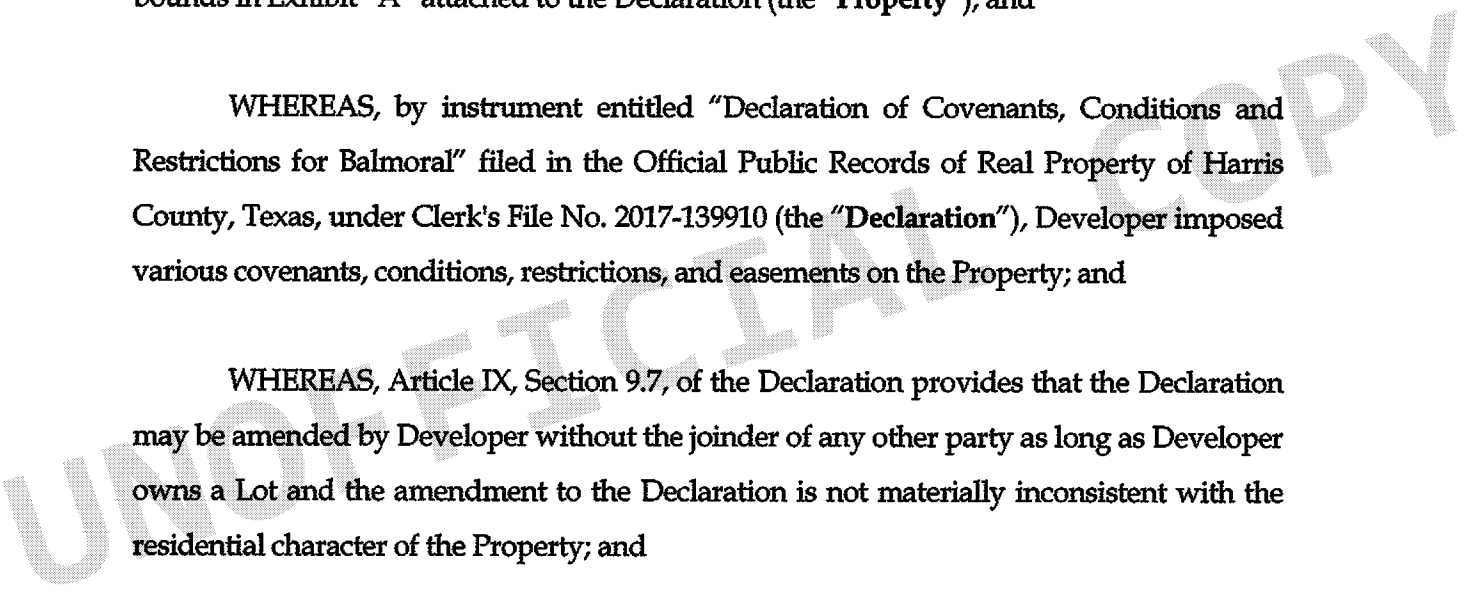
WHEREAS, Developer owns a Lot and desires to amend the Declaration in a manner that is not materially inconsistent with the residential character of the Property.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article V, Section 5.14, of the Declaration, entitled “Beach Club”, is amended to read as follows:

SECTION 5.14. **BEACH CLUB.** In the event that the Developer or the Association builds or approves construction of a beach club, the Annual Assessment then in effect will be increased by Three Hundred

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Dollars (\$300.00) per Lot commencing on January 1st of the year next following the year in which the beach club is substantially completed. The approval of this increase by a vote of the Owners is not required. The beach club will be deemed to be substantially completed as of the date it is capable of being used for its intended purpose.

NOTWITHSTANDING THE FOREGOING, DEVELOPER HAS NO OBLIGATION TO CONSTRUCT A BEACH CLUB OR TO APPROVE THE CONSTRUCTION OF A BEACH CLUB BY ANY OTHER PERSON OR ENTITY. DEVELOPER DOES NOT REPRESENT OR WARRANT THAT A BEACH CLUB WILL BE CONSTRUCTED OR APPROVED FOR CONSTRUCTION IN THE SUBDIVISION OR IN CLOSE PROXIMITY TO THE SUBDIVISION.

2. Article IX, Section 9.7, of the Declaration, entitled "**Amendment**", is amended to read as follows:

SECTION 9.7. **AMENDMENT.** This Declaration will run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time the provisions of this Declaration will be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by those Owners owning not less than sixty-seven percent (67%) of the Lots in the Subdivision; provided that, prior to the end of the Developer Control Period, any amendment to this Declaration or a Supplemental Declaration must be also approved in writing by the Developer, which written approval must be filed of record with the amendment to the Declaration or Supplemental Declaration. This Declaration may also be amended by Developer at any time prior to the end of the Developer Control Period, without the joinder or consent of any other party, as long as the amendment is consistent with the residential character of the Subdivision. A Supplemental Declaration applicable to a Section may be amended by the Declarant of the Section,

so long as Declarant owns a Lot in that Section, the amendment is consistent with the residential character of the Subdivision, and the amendment is approved by the Developer. After the Declarant of a Section ceases to own a Lot in that Section, the Supplemental Declaration for that Section may be amended by Developer, without the joinder or consent of any other party, as long as the Developer Control Period has not expired and the amendment is consistent with the residential character of the Subdivision. In no event may an amendment of this Declaration diminish the rights or increase the liability of the Developer unless the amendment is approved by the Developer as evidenced by Developer's execution of the amendment. No person is charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas. In the event there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single co-Owner.

This amendment is deemed to be a part of and is to be interpreted in accordance with the Declaration. Except as amended herein, all provisions of the Declaration are hereby ratified and confirmed and continue in full force and effect.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, Developer has executed this instrument as of the date set forth below for the purpose of acknowledging its approval to the amendment of the Declaration, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Executed on the 18th day of July, 2017.

DEVELOPER:

BALMORAL LT, LLC,
a Texas limited liability company

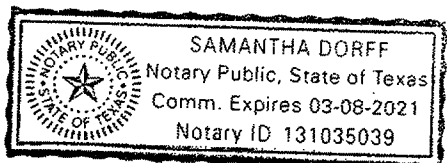
By: L.T. Partnership, Ltd.,
a Texas limited partnership,
its Manager

By: L.T. Management, Inc.,
a Nevada corporation,
its General Partner

By: [Signature]
Al P. Brende, President

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BEFORE ME, the undersigned notary public, on this 18th day of July, 2017 personally appeared Al P. Brende, President of L.T. Management, Inc., a Nevada corporation, General Partner of L.T. Partnership, Ltd., a Texas limited partnership, Manager of Balmoral LT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



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

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07/19/2017 01:16 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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