

FOURTH 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**”), caused the instrument entitled “Declaration of Covenants, Conditions and Restrictions for Balmoral” to be recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 2017-139910 (the “**Declaration**”), which instrument imposes various covenants, conditions, restrictions, and easements on the Subdivision (as defined in the Declaration); and

WHEREAS, additional land was thereafter annexed and made a part of the Subdivision and subjected to the provisions of the Declaration and the jurisdiction of Property Owners Association of Balmoral, Inc. (the “**Association**”) by Supplemental Declarations of Covenants, Conditions and Restrictions duly recorded in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the Declaration was amended by instrument entitled “First Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral” recorded in the Official Public Records of Real Property of Harris County, Texas on July 19, 2017 under Clerk’s File No. 2017-322534; and

WHEREAS, the Declaration was further amended by instrument entitled “Second Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral” recorded in the Official Public Records of Real Property of Harris County, Texas on January 31, 2018 under Clerk’s File No. 2018-41325; and

WHEREAS, the Declaration was further amended by instrument entitled “Third Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral”

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recorded in the Official Public Records of Real Property of Harris County, Texas on February 26, 2018 under Clerk's File No. 2018-78248; and

WHEREAS, Article IX, Section 9.7, of the Declaration, as amended, provides that the Declaration may be amended by Developer without the joinder or consent of any other party at any time prior to the end of the Developer Control Period, as long as the amendment to the Declaration is not materially inconsistent with the residential character of the Subdivision; and

WHEREAS, the Developer Control Period has not expired and Developer desires to amend the Declaration in a manner that is not materially inconsistent with the residential character of the Subdivision.

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

Article V, Section 5.14, of the Declaration, entitled "**Beach Club**", is amended to read as follows:

SECTION 5.14. LAGOON/AMENITY VILLAGE. Developer has caused to be constructed a lagoon and related amenity village in the Subdivision. Due to the anticipated cost of operating, maintaining and repairing the lagoon and amenity village, the Owner of each Lot in the Subdivision must pay to the Association an additional annual assessment (the "**Lagoon/Amenity Village Assessment**") commencing on January 1st of the year next following the year in which the lagoon and amenity village are substantially completed. The lagoon and amenity village will be deemed to be substantially completed as of the date it is capable of being used for its intended purpose. The initial rate of the annual Lagoon/Amenity Village Assessment is Three Hundred and no/100 Dollars (\$300.00) per Lot. The rate of the annual Lagoon/Amenity Village Assessment may be adjusted (increased or decreased) based upon the annual budget for the operation, maintenance and repair of the lagoon and amenity village, but not more than once in a calendar year. A Builder is

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obligated to pay the full amount of the Lagoon/Amenity Village Assessment for each Lot owned commencing on the date the Lot is acquired by the Builder and continuing for so long as the Builder owns the Lot. Payment of the Lagoon/Amenity Village Assessment is due on January 1st of each year and will become delinquent if payment is not received by the Association by January 31st of the year in which it became due. Payment of Lagoon/Amenity Village Assessments is secured by the lien established in Section 5.3 of this Declaration; a Lagoon/Amenity Village Assessment is also the personal obligation of the person who was the Owner of the Lot at the time the Lagoon/Amenity Village Assessment became due. Lagoon/Amenity Village Assessments are subject to the same charges and remedies for non-payment that are set forth in Section 5.17 of the Declaration. Each Owner of a Lot in the Subdivision is entitled to use and enjoy the lagoon and amenity village, subject to rules and regulations relating to the use and operation of the lagoon and amenity village.

NOTICE IS HEREBY GIVEN THAT THE LAGOON AND AMENITY VILLAGE MAY OR MAY NOT BE OWNED BY THE ASSOCIATION.

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, as previously amended, 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 on the date set forth below, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Executed on the 26th day of November, 2018.

DEVELOPER:

BALMORAL LT, LLC,
a Texas limited liability company

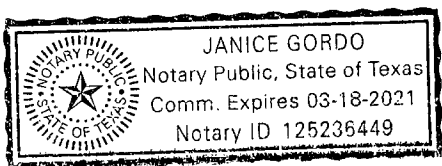
By: L.T. Partnership, Ltd.,
a Texas limited partnership,
its Manager

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 26th day of November, 2018 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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11/27/2018 10:40 AM
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.

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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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