

FIFTH 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. RP-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. RP-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. RP-2018-41325; and

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

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

WHEREAS, the Declaration was further amended by instrument entitled "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" recorded in the Official Public Records of Real Property of Harris County, Texas on November 27, 2018 under Clerk's File No. RP-2018-531446; 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:

1. Article III, Section 3.1, of the Declaration, entitled "Single Family Residential Use Only", is amended and restated, to read as follows:

SECTION 3.1 **SINGLE FAMILY RESIDENTIAL USE ONLY.** Each Owner may use the Owner's Lot and the single family residential dwelling and other improvements on the Owner's Lot for single family residential purposes only. As used in this Declaration, "single family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not), commercial use (whether for profit or not), industrial use, apartment home, duplex, multi-family dwelling, hospital, clinic, transient housing, hotel, motel, tourist home, rooming house, boarding house or Short Term Rentals (as defined in this Declaration) and such uses are expressly prohibited. No room in the single family residential dwelling on a Lot and no space in any other improvement on a Lot may

be leased or rented; however, this section shall not preclude a residential dwelling on a Lot from being leased or rented in its entirety as a single residence to one (1) family or person in accordance with Section 3.23 of this Declaration.

No Lot shall be made subject to any type of timesharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years. No Lot shall be used in a manner in which an Owner that is a business entity of any kind allows a co-owner, organizer, manager, partner, member, shareholder, business associate or guest to live in the property for a time period that is less than one hundred eighty (180) consecutive days.

No single family residential dwelling, building, garage, outbuilding or structure on a Lot may be used as income property; the lease of a Lot and the residential dwelling on the Lot in accordance with this Declaration will not be deemed to be a prohibited use of the Lot as income property. Any use of a Lot or the single family residential dwelling on a Lot that requires that the Owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Lot for non-single family residential purposes and constitutes a business use of the Lot in violation of this section. The street address of a Lot shall not be used as the business/activity address for a federal firearms license and the use of the street address of a Lot as the business/activity address for a federal firearms license is a business use of the Lot in violation of this section.

Unless otherwise approved in writing by Developer during the Developer Control Period and, thereafter, by the Board of Directors, not more than one (1): (a) bona fide full time, live-in domestic worker; or (2) bona fide "nanny" is entitled to reside on a Lot.

2. Section 3.23 of Article III of the Declaration, entitled "**Leasing**", is added to read as follows:

SECTION 3.23 **LEASING.** The term "lease" as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Lot the right to possess and use a Lot and the single family residential dwelling on a Lot. A Lot and the single family residential dwelling on a Lot may be leased for single family residential purposes only. Single family residential purposes specifically prohibits the uses specified in Section 3.1 of this Declaration. Single family residential purposes requires the intent to occupy the Lot and the single family residential dwelling on the Lot for the entire term of the lease. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required; however, a "month-to-month" lease is allowed at the end of a one hundred eighty (180) day or longer lease term but only if the lessee is the same person who signed the original lease. The Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.

A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee the exclusive right to use and possess the entire Lot and the entire single family residential dwelling situated on the Lot. An Owner may not lease a room or any portion less than the entire Lot and the entire single family residential dwelling on the Lot. The lessee of a Lot is not permitted to sublease the Lot or the single family residential dwelling on the Lot or any portion thereof.

Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the Owner of the Lot the use of and the right to possess the Lot and the single family residential dwelling on the Lot for less than one hundred eighty consecutive (180) days.

A lease must be in writing. Leasing the Lot and the single family residential dwelling

on a Lot does not relieve the Owner of the Lot from the obligation to comply with this Declaration and the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to this Declaration and the Association's Dedicatory Instruments. There may only be one lease for a Lot (including the single family residential dwelling on the Lot) at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such request is mailed. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease to the Association. Upon written demand of the Association, the Owner of the Lot must provide to the Association the name(s) and phone number(s) of persons designated in the lease agreement as a lessee of a Lot and the single family residential dwelling who are eighteen (18) years of age or older, within fourteen (14) business days of the date such request is mailed.

The Association may, after the notice required by law, levy daily fines against the Owner of the Owner's Lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for each day that a violation of this Section 3.23 exists. This provision supersedes any conflicting provision in any fining policy adopted by the Association.

In the event of a violation of this Section 3.23 and subject to notice required by law, if any, the Association may exclude an Owner's lessee from access to the Association's Common Areas, including, but not limited to, the Association's private streets, if any, swimming pools and splashpads.

It is not the intent of this Section 3.23 to exclude from a single family residential dwelling on a Lot an individual who is entitled to occupy the single family residential dwelling by any state or federal law. If any provision in this Section 3.23 is determined to violate state or federal law, this Section 3.23 will be interpreted to

be as restrictive as possible without violating applicable law.

The Association's Board of Directors may adopt rules, guidelines or policies necessary to further define, interpret or clarify this Section 3.23. Any such rules, guidelines or policies will have the same force and effect as the provisions of this Declaration.

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.

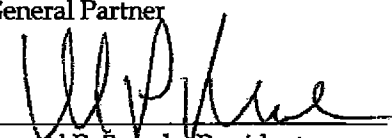
IN WITNESS WHEREOF, Developer has executed this instrument on the date of the acknowledgement, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas. As evidenced by the signature of the President of the Association, this instrument was approved by the Board of Directors in the open session of a properly noticed meeting of the Board of Directors of the Association by at least a majority of the members of the Board of Directors.

DEVELOPER:

BALMORAL LT, LLC,
a Texas limited liability company

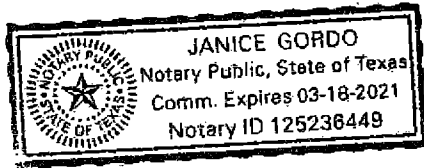
By: L.T. Partnership, Ltd.,
a Texas limited partnership,
its Manager

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

By: 
Al P. Brende/President

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BEFORE ME, the undersigned notary public, on this 28th day of August, 2020 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.



Janice Gordo
Notary Public in and for the State of Texas

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PROPERTY OWNERS ASSOCIATION OF BALMORAL, INC.

By: [Signature]

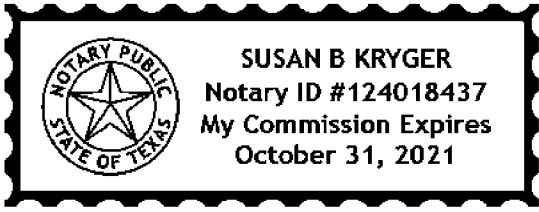
Printed: Rachel Gwin

Its: President

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BEFORE ME, the undersigned notary public, on this 1st day of September, 2020 personally appeared Rachel Gwin, President of Property Owners Association of Balmoral, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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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09/02/2020 08:35 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$46.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

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