

**SIXTH AMENDMENT**  
*to*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**BALMORAL**

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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, the Declaration was further amended by instrument entitled "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" recorded in the Official Public Records of Real Property of Harris County, Texas on September 2, 2020 under Clerk's File No. RP-2020-408955; 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 V, Section 5.9, of the Declaration, entitled "**Administrative Fees**", is amended to read as follows:

**SECTION 5.9**            **ADMINISTRATIVE FEES.** The Association may charge a fee to cover the administrative costs associated with providing information and documents in connection with the sale of a Lot in the Subdivision and changing all of the ownership records of the Association (the "**Administrative Fee**"). An Administrative Fee must be paid to the Association upon each transfer of title to a

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Lot. The amount of the fee may be set by the Board of Directors of the Association, but the amount may not, at any given time, exceed one-third (1/3) of the Annual Assessment then in effect.

2. 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 or in close proximity to 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**") on January 1<sup>st</sup> of each year. The 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. For each Lot acquired by a Builder, the Builder is obligated to pay the full amount of the Lagoon/ Amenity Village Assessment at closing on the purchase of the Lot and each year thereafter for as long as the Builder owns the Lot. Payment of the Lagoon/ Amenity Village Assessment is due on January 1<sup>st</sup> of each year and will become delinquent if payment is not received by the Association by January 31<sup>st</sup> 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 AND THE LAGOON AND AMENITY VILLAGE MAY BE MADE AVAILABLE FOR USE BY PERSONS WHO ARE NOT LOT OWNERS IN THE SUBDIVISION.

3. Section 5.22, entitled "**Community Enhancement Fee**", is added to Article V of the Declaration to read as follows:

**SECTION 5.22**      **COMMUNITY ENHANCEMENT FEE.** The Association may charge a fee upon the transfer of title to a Lot, as provided in this section, to cover the cost of projects and services not within the Association's annual operating budget which are determined by the Board of Directors to benefit the residents of the Subdivision and to enhance the overall quality and desirability of the Subdivision (the "**Community Enhancement Fee**"). Community Enhancement Fees may be used by the Association for, by way of example and not in limitation, paying costs associated with sponsoring and promoting events within the Subdivision for the benefit of all residents, paying costs to install improvements in and around the Subdivision that enhance the appearance of the Subdivision, paying costs associated with sponsoring and promoting events at the lagoon and amenity village for the benefit of all residents, and paying costs associated with changing all computer data to enable each purchaser of a Lot within the Subdivision to access and use the lagoon and amenity village. Although Community Enhancement Fees may be used by the Association for various purposes, it is anticipated some of the purposes will be related to the lagoon and amenity village, as described above. Community Enhancement Fees will be applicable only to the transfer of title to a Lot on or after January 1<sup>st</sup> of the year next following the year in which this instrument is recorded. The Community Enhancement Fee is payable by the purchaser of the Lot; provided that, Developer, Declarants and Builders are not subject to the obligation to pay a Community Enhancement Fee. The rate of the Community Enhancement Fee is Nine Hundred Fifty and no/100 Dollars (\$950.00) and it is due and payable to the Association on the date of transfer of title to a Lot. Payment of

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the Community Enhancement Fee is secured by the lien established in Section 5.3 and is also the personal obligation of the purchaser of the Lot.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

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.

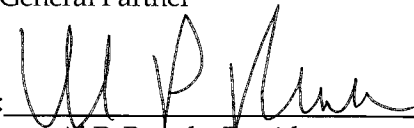
Executed on the 13<sup>th</sup> day of October, 2020.

**DEVELOPER:**

**BALMORAL LT, LLC,**  
a Texas limited liability company


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

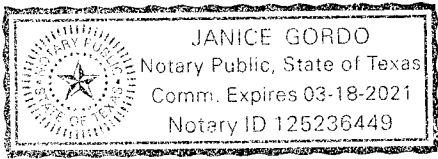
By: L.T. Management, Inc.,  
a Nevada corporation,  
its General Partner

By:   
Al P. Brende, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 13<sup>th</sup> day of October, 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.

  
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Notary Public in and for the State of Texas



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# Pages 7  
10/13/2020 11:24 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$38.00

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.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

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