

EIGHTH 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, 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

RP-2022-195799

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, the Declaration was further amended by instrument entitled "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" recorded in the Official Public Records of Real Property of Harris County, Texas on October 13, 2020, under Clerk's File No. RP-2020-489653; and

WHEREAS, the Declaration was further amended by instrument entitled "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" recorded in the Official Public Records of Real Property of Harris County, Texas on December 28, 2021, under Clerk's File No. RP-2021-739703; 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, so long as the amendment to the Declaration is not materially inconsistent with the residential character of the Subdivision; and

WHEREAS, pursuant to the "Partial Assignment of Developer and Declarant Rights Balmoral" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2021-739704 (the "Assignment"), BALMORAL LT, LLC assigned certain rights

as Declarant and Developer under the Declaration (including, but not limited to, Developer's right to amend the Declaration) to ASTRO BALMORAL, L.P., a Delaware limited partnership, BUT ONLY as such rights pertain to the real property located in Harris County, Texas identified and described in Attachment 1 to the Assignment (the "Property"), which Property includes some, but not all, of the property that has been subjected to the Declaration; and

WHEREAS, pursuant to the terms of the Assignment, BALMORAL LT, LLC retains the right as Developer under the Declaration to amend the Declaration during the Developer Control Period as to all portions of the Subdivision save and except the Property (such portions of the Subdivision hereinafter still referred to as the "Subdivision"); and

WHEREAS, the Developer Control Period has not expired and BALMORAL LT, LLC and ASTRO BALMORAL, L.P., each as Developer in their respective capacities, desire to amend the Declaration as to the Subdivision and the Property, respectively, in a manner that is not materially inconsistent with the residential character of the Subdivision.

NOW, THEREFORE, BALMORAL LT, LLC and ASTRO BALMORAL, L.P. hereby amend the Declaration as to the Subdivision and the Property, respectively, as follows:

Article III, Section 3.3, of the Declaration, entitled "Temporary Structures or Outbuildings", is amended and restated to read as follows:

SECTION 3.3. TEMPORARY STRUCTURES, STORAGE BUILDINGS, CHILDREN'S PLAY STRUCTURES. No structure of a temporary character, with the exception of one (1) storage building (whether considered temporary or permanent) and one (1) children's play structure (whether considered temporary or permanent), both of which must be approved in writing by the Committee, may be constructed or placed on a Lot; provided, however, the Developer may place or allow a Builder to place a sales trailer and/or construction trailer on a Lot so long as construction and sales activities continue to be conducted in the Subdivision.

(a) **Storage Buildings.** If approved in writing by the Committee prior to the construction, installation, or placement on a Lot, one (1) storage building is

permitted on a Lot. A storage building shall not exceed a height of eight feet (8') measured from grade to the highest point of the storage building. No storage building shall be larger one hundred (100) square feet. A storage building must be located in the rear yard of the Lot behind the residential dwelling. In no instance shall a storage building be placed on a utility or drainage easement, within five feet (5') of a side Lot line, or within ten feet (10') of the rear Lot line. Additionally, no storage building is permitted on a Lot unless the rear yard of the Lot is completely enclosed by approved fencing.

(b) Children's Play Structures. For the purposes hereof, a children's play structure includes, but is not limited to, any type of children's swing set, play set, climbing structure, slide, trampoline or play fort. Requests for trampolines may be submitted and will be reviewed and approved on a case-by-case basis depending on the Lot. No play structure shall be approved for construction or installation, and no children's play structure shall be maintained, on a utility or drainage easement. A children's play structure shall not be located nearer to a side Lot line than five feet (5') or nearer to the rear Lot line than ten feet (10'). A children's play structure must be located in the rear yard of a Lot and the rear yard must be completely enclosed by approved fencing. Children's play structures, playhouses, and fort structures shall not exceed a maximum overall height of eleven feet (11'), excluding a canopy, or twelve and one-half feet (12½'), including a canopy, or have an above-ground grade platform that exceeds a height of sixty-two inches (62") above grade. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Play structures shall be earth tone or forest tone in color as determined in the discretion of the Committee (subject to an appeal to the Board of Directors), including all plastic pieces, accents, and canopies. Children's play structures must also comply with Section 3.9 of this Declaration.

In addition to the provisions of this Section 3.3., all storage buildings and children's play structures must comply with the restrictions relating to structures on Lake Lots are set forth in Section 2.20.(a) of this Declaration.

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.

Executed on the date(s) of the acknowledgements, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

BALMORAL LT, LLC,
a Texas limited liability company

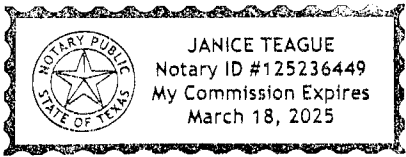
By: L.T. Partnership, Ltd.,
a Texas limited partnership,
its Manager

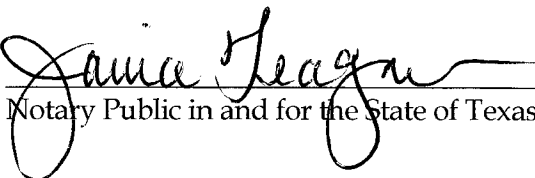
By: L.T. Management, Inc.,
a Nevada corporation,
its General Partner

By: 
Al P. Brende, President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 13 day of April, 2022, personally appeared Al P. Brende, as 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.




Notary Public in and for the State of Texas

RP-2022-195799

ASTRO BALMORAL, L.P.,
a Delaware limited partnership

By: Astro Balmoral GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: Melanie Ohl

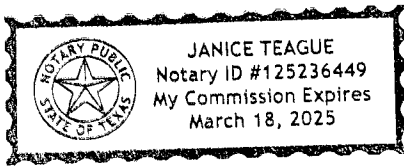
Print Name: Melanie Ohl

Title: Authorized Signer

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this 13 day of April
2022, personally appeared Melanie Ohl, as Authorized Signer
of Astro Balmoral GP, L.L.C., a Delaware limited liability company, General Partner of Astro
Balmoral, L.P., a Delaware limited partnership, 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.



Janice Teague
Notary Public in and for the State of TEXAS

RP-2022-195799

RP-2022-195799
Pages 7
04/13/2022 01:02 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-195799