

ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
A PORTION OF BALMORAL BEND DRIVE RESERVES

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Balmoral" dated March 30, 2017, executed by BALMORAL LT, LLC, a Texas limited liability company ("Developer"), and filed of record in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. RP-2017-139910 (the "Declaration"), Developer subjected the following real property to easements, covenants, conditions and restrictions set forth in the Declaration:

Balmoral, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 680970 of the Map Records of Harris County, Texas, save and except Restricted Reserve "E" and Unrestricted Reserve "F" ["Balmoral, Section One (1)"];

and

WHEREAS, the Declaration was amended by instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2017-322534 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by instrument entitled "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2018-41325 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

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WHEREAS, the Declaration was amended by instrument entitled "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2018-78248 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by instrument entitled "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2018-531446 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by instrument entitled "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2020-408955 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by instrument entitled "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Balmoral" filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2020-489653 (the Declaration, as amended, hereinafter still referred to as the "Declaration"); and

WHEREAS, Article IX, Section 9.7, of the Declaration, entitled "AMENDMENT", provides in pertinent part:

... 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. ...

and

WHEREAS, Article IX, Section 9.18, of the Declaration, entitled "ANNEXATION", provides in pertinent part:

SECTION 9.18. **ANNEXATION.** For a period of twenty (20) years after the date this Declaration is recorded, additional residential property,

commercial property and common area may be annexed to Property and subjected to the provisions of this Declaration and the jurisdiction of the Association by Developer, without the approval of the Members of the Association. ...

and

WHEREAS, the Developer Control Period still exists; 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 Developer under the Declaration to Astro Balmoral, L.P., including but not limited to, Developer's right to annex additional property to the Property and amend the Declaration during the Developer Control Period but only as such right pertains to the real property located in Harris County, Texas identified and described in Attachment 1 to the Assignment, which real property includes the property comprising the Annexed Property, as defined below.

WHEREAS, Balmoral LT, LLC and Astro Balmoral, LP each own a part of the property known as Balmoral Bend Drive Reserves, a subdivision in Harris County, Texas according to the map or plat thereof filed of record under Film Code No. 698190 of the Map Records of Harris County, Texas; and

WHEREAS, Balmoral LT, LLC and Astro Balmoral, LP desire to annex a portion of Balmoral Bend Drive Reserves and subject such portion of Balmoral Bend Drive Reserves to the provisions of the Declaration and the jurisdiction of Property Owners Association of Balmoral, Inc. (the "Association") pursuant to Article IX, Section 9.18, of the Declaration and, at the same time, amend certain provisions in the Declaration with respect to the portion of Balmoral Bend Drive Reserves annexed; and

WHEREAS, the portion of Balmoral Bend Drive Reserves to be annexed by virtue of this instrument is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (such property being hereafter referred to as the "Annexed Property").

NOW, THEREFORE, the Annexed Property is hereby annexed and subjected to all of the

easements, covenants, conditions and restrictions set forth in the Declaration, as amended, and the jurisdiction of the Association by virtue of this "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for A Portion of Balmoral Bend Drive Reserves" ("Supplemental Declaration"), which Declaration and Supplemental Declaration will run with the land comprising the Annexed Property, and be binding on all parties who may now or hereafter have or claim any right, title or interest in the Annexed Property, or any part thereof, and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source of or the manner in which any such right, title or interest is or may be acquired. Provided that, the following provisions in the Declaration are hereby amended as to the Annexed Property:

1. Article I, Section 1.32, of the Declaration, entitled "Governing Documents," is added to Article I of the Declaration as to the Annexed Property, to read as follows:

SECTION 1.32 "Governing Documents" means all of the dedicatory instruments of the Association as defined by Section 202.001(1) of the Texas Property Code, including but not limited to: Plats; the Declaration; Supplemental Declarations; the Association's Certificate of Formation and Bylaws; Design Guidelines; any rules and regulations; and any amendments and supplements thereto. In the case of a conflict in the Governing Documents, the hierarchy of the Governing Documents is, from highest to lowest, the Plats, the Declaration, the Supplemental Declarations, the Certificate of Formation, the Bylaws, the Design Guidelines, and the rules and regulations.

2. Article I, Section 1.33, of the Declaration, entitled "Party Wall," is added to Article I of the Declaration as to the Annexed Property, to read as follows:

SECTION 1.33 "Party Wall" means a wall which separates two (2) adjacent Family Units while, at the same time, serving as a perimeter wall for each Family Unit.

3. Article I, Section 1.35, of the Declaration, entitled "Family Unit," is added to Article I of the

Declaration as to the Annexed Property, to read as follows:

SECTION 1.35 "Family Unit" means each housing unit within the buildings constructed on the Annexed Property. Not more than six (6) Family Units may be contained within a single group of attached Family Units. A Family Unit may not exceed the lesser of three (3) stories or forty feet (40') from the top surface of the applicable Family Unit foundation slab. A Family Unit is not considered to be a prohibited apartment home, duplex or multi-family dwelling under the Declaration or any other Governing Documents, and no provision in the Declaration or other Governing Documents will prohibit any Family Unit as provided in this instrument.

4. Article X, entitled "**Build/Lease Development**," is hereby added to the Declaration as to the Annexed Property, to read as follows:

ARTICLE X.
BUILD/LEASE DEVELOPMENT

Build/Lease Development is permitted within the Annexed Property by a builder approved in writing by Developer. "**Build/Lease Development**" means construction within the Annexed Property by the Builder approved by Developer of Family Units which may be leased as income property at any time after construction for single family residential purposes. Any such development or leasing of a Family Unit is not considered to be a prohibited business or commercial use under the Declaration or any other Governing Documents, and no provision in the Declaration or other Governing Documents will prohibit any such leasing or use. WBWT BALMORAL SECTION 28 LLC, a Delaware limited liability company, or Affiliate (as defined below) (WBWT BALMORAL SECTION 28 LLC or its Affiliate, if applicable, being referred to herein as "**WB**") is approved by Developer to develop the Annexed Property for Build/Lease Development. Provided that, for so long as WB owns the Annexed Property, WB is required to maintain the Annexed Property and all improvements on the Annexed Property and maintain property insurance on all buildings within the Annexed Property.

WB is required to maintain all private drives, alleys, and streets within the Annexed Property and all open spaces and landscaping within the Annexed Property.

Any or all maintenance and/or insurance responsibilities of WB may be transferred by WB to any affiliate or by or among any WB affiliates to another affiliate by giving of not less than thirty (30) days written notice of the transfer to the Association. "Affiliate" means any person or entity as designated in a notice as a foresaid who is attached or connected with WB, or who controls, is controlled by, or is under common control with WB.

The maintenance services to be provided by WB must be substantially equivalent to those provided by the Association on other properties within Balmoral pursuant to the Declaration. WB must provide a certificate of insurance to the Association within a reasonable time after the submission of a request by the Association. The certificate must reflect coverage as aforesaid and that the insurance may not be cancelled without at least sixty (60) days written notice to the Association.

Since there are no subdivided Lots in the Annexed Property, the following provisions relating to membership in the Association, voting rights and assessments are applicable to WB:

- a. WB, as owner of the Annexed Property, will be a member of the Association. The person or persons who lease Family Units within the Annexed Property will not be members of the Association; however, the person or persons who occupy each Family Unit within the Annexed Property per a lease agreement with WB will have the right to use the Common Areas with Balmoral and the lagoon and amenity village as provided in c, below.
- b. WB will have one (1) vote in the affairs of the Association for each four (4) Family Units within the Annexed Property. If, after

dividing the number of Family Units by four (4), there are one (1), two (2) or three (3) remaining Family Units, there will be no vote for such Family Units.

- c. WB is required to pay to the Association Annual Assessments for each Family Unit within the Annexed Property at the same rate applicable to Lots within Balmoral. Provided that, Annual Assessments payable to the Association will be paid in semi-annual installments, with the first installment being due on January 1st of each year and the second installment being due on July 1st of the applicable year. The obligation to pay Annual Assessments on a Family Unit will commence on the date that construction of the Family Unit has achieved substantial completion. As used herein, "substantial completion" means the date that the Family Unit is ready for occupancy. Provided that, Annual Assessments will not be prorated as of the date of substantial completion. Rather, the payment of Annual Assessments will begin on the next due date following the date of substantial completion. As an example, if substantial completion of a Family Unit is achieved after January 1st of a given year but before July 1st of that year, only the installment due on July 1st will be payable on the Family Unit for the year in which it is substantially completed. The full amount of the Annual Assessment will be payable on the Family Unit for each year following the year in which the Family Unit is substantially completed.

WB is also required to pay to the Association Lagoon/Amenity Village Assessments for each Family Unit within the Annexed Property at the same rate applicable to Lots within Balmoral. Like Annual Assessments, Lagoon/Amenity Village Assessments will be paid in semi-annual installments on January 1st and July 1st of each year and Lagoon/Amenity Village Assessments will commence on the date of substantial completion of a Family Unit, as defined in this paragraph.

Lagoon/Amenity Village Assessments will not be prorated as of the date of substantial completion.

Payment of Annual Assessments and Lagoon/Amenity Village Assessments, as provided in this paragraph c, will entitle the person or persons who occupy each Family Unit within the Annexed Property per a lease agreement with WB to use the Common Areas of the Association and the lagoon and amenity village to the same extent as members of the Association, subject to the same rules and regulations governing the use thereof that are applicable to members. The right to use the Common Areas and lagoon and amenity village may be suspended for violations of applicable rules in the same manner as the right of members of the Association to use the Common Areas and lagoon and amenity village may be suspended.

- d. WB is required to provide to the Association an identifying number or mailing address for each Family Unit. In addition, when a Family Unit is leased, WB is required to provide the Association with the name(s) of the person(s) who occupy the Family Unit per a lease agreement with WB, as well as any other information that the Association may reasonably request to identify occupants of Family Units who are entitled to use Common Areas of the Association and the lagoon and amenity village. WB is required to promptly notify the Association when a lease agreement for a Family Unit terminates and when there is a new lessee of a Family Unit. A person who has not been identified by WB in a notice to the Association that the person is a lessee of a Family Unit may be denied access to Common Areas and/or the lagoon and amenity village.

So long as WB owns or holds any leasehold interest in not less than ten (10) Family Units, the provisions of this Article X may not be amended without the prior written consent of WB, which consent will not be unreasonably withheld or delayed. "Amend", or "amendment" or a substantial equivalent means any change, modification, revision, termination or release

as to provisions in this Article X, whether by amendment of this instrument or by amendment of any other dedicatory instrument. If WB ceases to own or hold any leasehold interest in ten (10) Family Units, the prior written consent of WB to an amendment of this Article X will not be required. Provided that no rights of WB to lease Family Units the same as income property at any time after construction for single family residential purposes may be diminished or terminated without the approval or consent of WB evidenced by execution of the amendment prior to recording.

EXECUTED on the date(s) of the acknowledgement(s), to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

[Signature pages follow.]

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EXECUTED on the date(s) of the acknowledgement(s), to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DEVELOPERS:

BALMORAL LT, LLC,
a Texas limited liability company

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

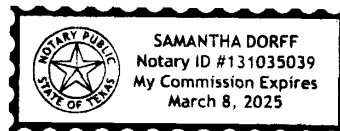
By: L.T. Management, Inc.,
a Nevada corporation,
its General Partner

By: [Signature]
Al P. Brende, President

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BEFORE ME, the undersigned notary public, on this 28th day of January, 2022 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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ASTRO BALMORAL, L.P.,
a Delaware limited partnership

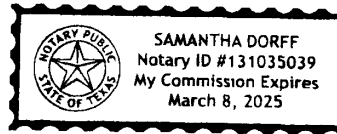
By: Astro Balmoral GP, L.L.C.,
a Delaware limited liability company,
its General Manager

By: Melanie Ohl
Melanie Ohl, Authorize Signer

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BEFORE ME, the undersigned notary public, on this 28th day of January, 2022 personally appeared Melanie Ohl, 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 he executed the same for the purpose and in the capacity therein expressed.

Samantha Dorff
Notary Public in and for the State of Texas



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EXHIBIT "A"

LEGAL DESCRIPTION

A **METES AND BOUNDS** description of a 7.114 acre tract of land situated in the Victor Blanco Survey, Abstract Number 2, Harris County, Texas; being out of and a part of Unrestricted Reserve "A" of Balmoral Bend Drive Reserves as shown on a plat filed for record under Film Code No. 693190 of the Harris County Map Records; said 7.114 acres being more particularly described as follows with all bearings based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a found 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") for a point of curvature in the southwest right-of-way Balmoral Bend Drive (called 60-foot wide) as recorded under Film Code No. 686711 of the Harris County Map Records and the northeast line of said Unrestricted Reserve "A" and the herein described tract, beginning a curve to the right;

THENCE, in a southeast direction, along the southwest right-of-way of said Balmoral Bend Drive and the northeast line of said Unrestricted Reserve "A", with the arc of said curve to the right, having a radius of 170.00 feet, a central angle of 11°00'37", an arc length of 32.67 feet, and a chord bearing South 37°22'38" East, 32.62 feet to a set 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") for the southeast corner of the herein described tract;

THENCE, South 87°52'13" West, departing the southwest right-of-way of said Balmoral Bend Drive and the northeast line of said Unrestricted Reserve "A", passing a found 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") for the northeast corner of Restricted Reserve "B" of said Balmoral Bend Drive Reserves and an angle corner for said Unrestricted Reserve "A" at a distance of 7.81 feet, continuing along the north line of said Restricted Reserve "B" and a south line of said Unrestricted Reserve "A" for a total distance of 1133.50 feet to a set 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") for the southwest corner of the herein described tract;

THENCE, North 17°17'32" West, 130.09 feet, departing the north line of said Restricted Reserve "B" and a south line of said Unrestricted Reserve "A" to a set 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") in the southeast right-of-way of Greens Road (called 100-foot wide) as recorded under Film Code Nos. 684581 and 686711 both of the Harris County Map Records and the northwest line of said Unrestricted Reserve "A", for the northwest corner of the herein described tract, beginning a non-tangent curve to the left;

THENCE, in a northeast direction, along the southeast right-of-way of said Greens Road and the northwest line of said Unrestricted Reserve "A", with the arc of said non-tangent curve to the left, having a radius of 2050.00 feet, a central angle of 22°38'01", an arc length of 809.81 feet, and a chord bearing North 62°01'26" East, 804.56 feet to a found 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") for the most westerly north corner of said Unrestricted Reserve "A" and the herein described tract, beginning a reverse curve to the right;

THENCE, in a southeast direction, departing the southeast right-of-way of said Greens Road, with the arc of said reverse curve to the right, having a radius of 30.00 feet, a central angle of 86°24'38", an arc length of 45.24 feet, and a chord bearing South 86°05'16" East, 41.08 feet to a found 3/4-inch iron rod (with cap stamped "Jones | Carter Property Corner") in the southwest right-of-way of said

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Balmoral Bend Drive, for the most easterly north corner of said Unrestricted Reserve "A" and the herein described tract;

THENCE, South 42°52'56" East, 587.91 feet along the southwest right-of-way of said Balmoral Bend Drive and the northeast line of said Unrestricted Reserve "A" to the **POINT OF BEGINNING**, CONTAINING 7.114 acres of land in Harris County, Texas, as shown on a TSPS Land Title Survey (Drawing No. 16485, Job No. 14943-0075-03) prepared by Jones | Carter, Texas Board of Professional Land Surveying Registration No. 10046106, acting by/through Russell B. Tarasiewicz, Registered Professional Land Surveyor No. 6575.

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$66.00

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