



**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHADOW POND SUBDIVISION**

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

**Preamble**

This Declaration of Covenants, Conditions, and Restrictions ( the "Declaration") is made on July 12, 2021, at Hitchcock, Galveston County, Texas, by SMJJ, LLC ("Declarants"), whose mailing address is P.O. Box 863 Hitchcock, Texas, Galveston County, Texas 77563. This document is amending the previously filed and recorded Instrument Number: 2020044150 filed on 08/11/2020.

**Recitals**

WHEREAS, Declarant is the owner of all that certain real property ( the "Property") located in Brazoria County, Texas, Described as follows: 2738 County Road 160, Alvin, Texas 77511 and that is legally described on the Final Plat of Shadow Pond.

WHEREAS, the Declarations created and activated an Architectural Control Committee to ensure compliance with the Declarations, and for the other purposes set forth in the Declarations, including, but not limited to, adoption of future amendments to the Declarations; and,

WHEREAS, the Architectural Control Committee established by the Declarations has voted the Declarations in their entirety, as a single instrument, for the purpose of further carrying out and extending a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof.

WHEREAS, the developer has designed this document to ensure that standards put in place will continue in perpetuity and that neighbor on neighbor disputes are limited by design:

NOW, THEREFORE, the Architectural Control Committee established by the declarations does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions and limitations, which shall apply to and become a part of all contracts of sale, contracts for deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and inure to the benefit of all parties; now or hereafter; owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

**ARTICLE 1  
DEFINITIONS**

- 1.01 The term "Lot" means each tract of land designated as a lot on the Plat.
- 1.02 The term "Owner" means every record Owner of a fee interest in a Lot.
- 1.03 The term "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.
- 1.04 The term "Single Family" means either: (i) spouses, their dependent children and their dependent parents, grandparents, grandchildren, brothers and sisters who are maintaining a common household and who are members of a single family related by blood, marriage or adoption; or (ii) one or more natural persons not so related but who are maintaining a common household in a single family Residence on a noncommercial basis with a common kitchen and dining area.
- 1.05 The term "Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, swimming pool, outbuilding, or recreational equipment.
- 1.06 The term "Declarant" includes the Declarant and an authorized agent of the Declarant.
- 1.07 The term "Property Owners Association" refers to the SHADOWPOND OWNERS ASSOCIATION, a Texas non-profit corporation.
- 1.08 The term "Board" means the Board of Directors of the Property Owners Association
- 1.09 The term "ACC" means Architectural Control Committee.
- 1.10 The term "Bylaw" means the bylaws of the Property Owners Association adopted by the Board.
- 1.11 The term "Common Area" means all property within the Subdivision not designated as a Lot on the Plat of the Subdivision and that has not been accepted for maintenance by the applicable government body. Declarant will convey the Common Area to the Property Owners Association.
- 1.12 The term "Member" refers to an Owner.
- 1.13 The term "Dedictory Instruments" means this Declaration and the Bylaws of the Property Owners Association.
- 1.14 The term "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

**ARTICLE 2  
HOME LOCATION ON LOT**

2.01 75 foot setback for all homes from front property line. The home must face and be parallel with the road. There is a 10 foot setback located on each side of the property that may not be built on, with exception to Lot 11 and Lot 23 property lines will have a 35' setback running parallel to CR 326. Fencing at the rear of the property must be 15 feet from the property line. In Shadow Pond there is a substantial amount of trees that cannot be cut down. In these instances the owner and ACC board shall work together to locate the home so it pleases the owner while maintaining our trees. Soft wood and other trees may be removed while NO old growth hardwood trees can be removed. Home and structures may vary location when agreed up on by lot owner and ACC.

**EASEMENTS**

2.02 All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Shrubbery, fence, or other obstruction shall be placed in any easement at the lot owners own risk. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility. No utility company, water district, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents,

**EXTERIOR MAINTENANCE**

2.03 Every Owner shall exercise reasonable care to keep buildings, streets, curbs, fences, sprinklers, signs, landscaping, lighting and other related improvements and fixtures, whether enumerated or not, in neat and orderly condition. If any Owner fails to perform any of the maintenance or repair obligations set forth in the Article, and if such failure continues for a period of thirty (30) days after written notice thereof is given to the defaulting Owner, the Declarant or Contractor representing Declarant shall have the right to enter onto the Lot and perform the required maintenance and repair and to recover the reasonable cost thereof from the defaulting Owner. Specifically but not in limitation of the preceding, such right to maintain and repair shall include the right to cut any overgrown grass or weedy vegetation. The costs of any such work performed due to the default of an Owner in its maintenance obligations set forth in the Article shall be charged as a continuing lien upon that Lot until paid in full by the defaulting Owner.

**ARTICLE 3**  
**USE RESTRICTIONS AND ARCHITECTURAL STANDARDS**

3.01 Residential Use. All lots with the Subdivision are hereby restricted to single-family residential use. No Lot shall ever be used for a business or commercial purpose, except for home based business that does not display commercial signage, and which does not have any business-related pedestrian or vehicular traffic. No lot may be leased or rented for any term of less than six months, except for leases between buyers and sellers incident to the sale of a lot. No structures shall be erected, placed or maintained on any lot other than a single-family residence with such accessory structures and building as a storage building, workshop, carport and garage unless approved by the ACC. Not more than one single-family residence may be erected or placed on a lot except that the ACC may approve mother-in-law suites or similar housing for family members of the occupants of the main dwelling. The term "residential use" shall exclude specifically travel trailers and recreational vehicles.

\* Note: Lot 34 is owned by the developer and is exempt from this restriction.

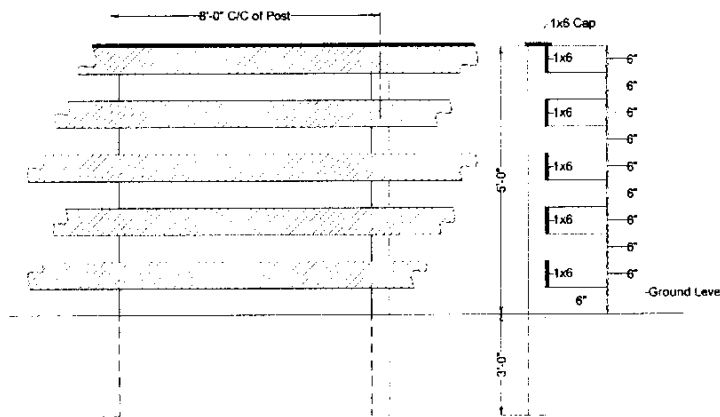
3.02 Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the ACC. A residence may not be lived in or occupied until the residence is 100% complete as per the ACC approved plans.

3.03 Conventional on Site Construction Single Family: Each dwelling must be constructed of no less than 1,800 square feet of heated and air-conditioned space, exclusive of garage, carports and porches. For each dwelling all plans and specifications are subject to the prior written approval of the ACC.

3.04 Replatting Lots: If a property owner purchases multiple lots the lots can be replatted into a single lot. However once a lot is purchased the lot cannot be subdivided by lot owner.

#### 4.04 Building/Construction Restrictions

- a. Each home and fence shall adhere to the 75' setback line from front of house to front of property line or fence whichever is greater shown on the lot survey.
- b. Conventional construction and barndominium are acceptable.
- c. Home exterior veneer must be stone, brick, stucco, Hardi plank or sheet metal. No galvalume can be used on vertical walls. Sheet metal must be R-panel or similar.
- d. Barndominiums: Road facing exteriors to feature several architectural elements and materials. (Examples: Windows, shutters, covered porches, gables, dormers, copulas, decorative front doors.) Color schemes show be consistent with country tones. (Examples: Browns, beiges, brick reds, whites, creams.) See attachments for ideas.  
Maximum eave height: 20'0" AFF
- e. All fencing located on a Lot shall be 5-rail ranch style fencing facing the street in front. New chain link fencing may be used for partition fencing within the lot. Wood privacy fences, limited to maximum height of 6', will only be permitted for screening of certain



areas. Privacy fencing may only be used 4' behind the most forward corner of the house. Fencing plans must be approved by ACC. All fencing must be maintained free of mold and mildew. Fences must be kept and maintained in a straight vertical position. All wood fences must not have loose boards.

- f. No Structure of temporary character, including but not limited to, a bus, tent, garage, barn, travel trailer or other outbuildings may be used on any Lot as a Residence or for storage, either temporarily or permanently.
- g. All driveways, parking areas and sidewalks must be constructed out of poured concrete, crushed concrete or asphalt. Driveways must be kept in good condition. Potholes or mud holes must be filled with same material as driveway or sidewalk.

- h. Any building, garage, carport, workshop, addition or remodeling to a residence, must be of all new material, and must be of equal construction quality and harmonious architectural design with the residence, and shall be subject to the prior written approval of the ACC
- i. Roofing materials on any improvement or structure attached to or adjacent to the Residence, if visible from any street, must match the roofing materials of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the ACC.
- j. All finish trim and fascia must be installed on any improvement or structure attached to a residence such as carport, garage, awning, patio cover, or porch, so as to match the Residence, and shall be subject to the prior written approval of the ACC.

4.05 Signs – Allowable signage includes contractors working on site, realtor signs and political signs. Signs can be no greater than 6 square feet. Address and property owner name signage in good taste may be displayed at Driveway entrance.

Declarant or its assigns shall have the right to remove any sign, advertisement, or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other sort in the connection therewith or arising with such removal. With the prior written consent of Declarant, a builder of a Residence on any Lot may place a sign no larger than six square feet during the construction period.

4.06 Garbage, Equipment, Etc No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all garbage and other waste shall be kept in sanitary containers. All construction debris must be contained by the Owner and properly disposed of. All garbage cans, equipment, wood/brush piles or storage piles shall be walled or fenced in to conceal them from the view of the neighboring Lots, roads or streets. No clothes lines are permitted unless the clothes line is less than six feet (6') in height and is not visible from the street or adjacent Lots.

4.07 Animals Each property owner is allowed dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial purpose. No dogs will be allowed on ground anchors pinned to ground chains or ropes. All household pets shall be confined by a fence with the owner's Lot. If animals become a nuisance to surrounding Residence, the Owner will be responsible for resolving the situation amicably. Please be a responsible pet owner. Each property owner may have up to 6 chickens but no roosters. Chickens must be kept in an enclosed area and the coop not visible from the street. FFA animals may be kept by property owner with prior approval.

Pen Regulations: All fowl and rabbits will be restrained by a fence or cage of sufficient size and strength to maintain such, with adequate shelter from the elements of weather and predators.

- (1) No pen or cage may be maintained in such a fashion as to breed flies or emit offensive odors.
- (2) If a pen or cage contains less than or equal to ten (10) square feet of space for each fowl or rabbit, all manure must be removed from the pen or cage within twenty-four (24) hours and placed in a compost pile with sufficient organic matter that offensive odors are not present.
- (3) All dead animals will be removed immediately and the owner is to contact animal control for proper disposal instructions.
- (4) All pens are to be kept in good working repair at all times; and the area surrounding the pens are to be maintained so as not to become a nuisance.

4.08 Prohibited Parking Practices Except for the purpose of loading and unloading, which must occur within a reasonable time, no person shall park a vehicle with a gross vehicle weight rating of 16,001 pounds. RV and boat storage is permitted behind home or carport and shops. No dump trucks, 18 wheelers or heavy equipment can be parked overnight. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than 30 days.

4.09 Car/Boat Restoration (Hobby) – If an Owner restores cars or boats as a hobby, it shall be kept either within their garage or behind screening from public view. Only one (1) vehicle or boat for restoration shall be allowed at any one time on the property. **No junk cars shall be kept on any lot for any purpose.**

## ARTICLE 5 PROPERTY OWNERS ASSOCIATION

5.01 Establishment and Governance. The filing of the Declaration establishes the Property Owners Association as a non-profit corporation that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of a non-profit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, The Texas Property Code, and the Dedicatory Instruments.

5.02 Rules and Bylaws. The Board may adopt rules and Bylaws that do not conflict with local, State, or Federal law, or the other Governing Documents. On request, Owners will be provided with a copy of any rules. Further, the Board will cause any rules and Bylaws to be recorded in the Official Records of Brazoria County, Texas

5.03 Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

(a) Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

(b) Class B. The Class B Member shall be the Declarant, which shall be entitled to five (5) votes for each Lot owned by all Class B Members. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

- (1) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (2) when the Class B Member no longer owns record title to any of the Lots; or
- (3) on the tenth (10<sup>th</sup>) anniversary of the date the Declaration was recorded in the Office of the County Clerk of Brazoria County, Texas

## ARTICLE 6 ASSESSMENTS

6.01 Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

6.02 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

6.03 Creation of Lien. Assessments are secured by the continuing vendor's lien and contractual lien on each Lot, which lien is reserved by the Declarant and assigned to the



Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

6.04 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

6.05 Regular Assessments

(a) Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until change by the Board and until Declarant owns no Lots in the Subdivision, the Regular Assessment may not be more than \$400.00 per year

(b) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

(c) Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6.06 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments, which purposes include, but are not limited to, maintenance of the decorative medians at the entrance to the Subdivision. Special Assessments must be approved by the Members, except that Special Assessments for the purpose of maintaining the detention pond shall only require approval by the Board. Written notice of the terms of the Special Assessment will be sent to every Owner.

6.07 Approval of Special Assessments. Except as provided in Section 6.06, any Special Assessment must be approved by a two-thirds (2/3) majority vote at a meeting of the Members in accordance with the Bylaws.

6.08 Fines. The Board may levy a fine, not to exceed \$5.00 per day, against any Owner for a violation of the Governing Documents as permitted by law.

6.09 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

- 6.10 Delinquent Assessments. Any Assessment not paid with thirty (30) days after it is due is delinquent.
- 6.11 Declarant Not Subject to Assessments. Lots owned by Declarant shall not be subject to Regular Assessments or Special Assessments; however, Declarant shall be required to fund any shortfall in the operating budget of the Property Owners Association until such time as Declarant no longer owns any Lots in the Subdivision.

## **ARTICLE 7 REMEDIAL RIGHTS**

- 7.01 Late Charges and Interest. A late charge of \$5.00 is assessed for Delinquent Assessments. If a Delinquent Assessment remains unpaid, additional late charges of \$10.00 per month will be assessed until payment is received by the Property Owners Association. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.
- 7.02 Costs, Attorney's Fees and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all cost and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.
- 7.03 Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect Delinquent Assessments and/or Fines, foreclose the Property Owners Association lien, or enforce or enjoin a violation of the Governing Documents. Any Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.
- 7.04 Remedy of Violations. The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.
- 7.05 Suspension of Rights. If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured, provided, however, that the right of any Owner to run for a position on the Board shall not be limited except as provided by law.

- 7.06 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

**ARTICLE 8  
COMMON AREA**

- 8.01 Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to –
- (1) Suspend an Owner's rights under the Governing Documents;
  - (2) Grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
  - (3) Dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3) majority of the Members at a meeting in accordance with the Bylaws.
- 8.02 Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.
- (1) All fishing in Common Area lakes will be Catch and Release only. Violators will lose fishing privileges.
- 8.03 Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, clear, landscape, or disturb, any Common Area except as approved by the Board.
- 8.04 Conveyance of the Common Area to the Property Owners Association. Once Declarant has sold all of Declarant's Lots, Declarant will convey the Common Area to the Property Owners Association.

**ARTICLE 9  
GENERAL PROVISIONS**

- 9.01 Enforcement – The Declarant (until such time as Declarant no longer owns an interest in any Lot in the Subdivision), the Property Owners Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all

restrictions, conditions, and reservations imposed by this Declaration. In addition to the remedies for enforcement provided for above, the violation or attempted violation of the provisions of the Declaration, or any amendment hereto, by any Owner, his family, guests, lessees or licensees shall authorize any Owner, Declarant and/or the Property Owners Association, the right to recover from such Owner all its expenses and costs in connection therewith, including but not limited to fees charged by any property manager for the Subdivision hired by Declarant, attorney's fees and court costs. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. No Owner shall have the right to compel or require the filing of suit by Declarant. The rights created by this section do not create a duty on the part of the Declarant to file suit to enforce a violation of this Declaration.

9.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

9.03 Covenants Running With the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easement, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner.

9.04 Duration and Amendment.

(a) The covenants, conditions, and restrictions of the Declaration shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an Instrument signed by Owners owning more that seventy-five percent (75%) of the Lots.

(b) **SO LONG AS DECLARANT OWNS OR MAINTAINS AN INTEREST OR LIEN IN OR UPON ANY LOT (ACCORDING TO THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS), DECLARANT SHALL HAVE AND RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, WITHOUT THE JOINDER OR CONSENT OF ANY**

**OTHER PARTY, TO AMEND THIS DOCUMENT BY ANY INSTRUMENT IN WRITING DULY SIGNED, ACKNOWLEDGED, AND FILED FOR RECORD IN THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, FOR THE PURPOSE OF CORRECTING, AMENDING, MODIFYING, CHANGING OR ELIMINATING, IN WHOLE OR IN PART, THESE RESTRICTIONS, AND BY DOING SO MAY IMPAIR AND/OR AFFECT THE VESTED PROPERTY OR OTHER RIGHTS OF ANY OWNER OR HIS MORTGAGEE.**

(c) Upon the date that Declarant's right to amend this document terminates, the Owners of seventy-five percent (75%) of the Lots shall have the right, at any time thereafter, and from time to time, without the joinder or consent of any other party, to amend this document by any instrument in writing, duly signed, acknowledged, and filed for record in the Official Records of Brazoria County, Texas, for the purpose of amending, modifying, changing or eliminating in whole or part, these restrictions. However, such Owners may NOT impair and/or affect the vested property rights of an Owner or his mortgagee in that Owner's Lot(s), but may impair and/or affect such rights of an Owner or his mortgagee in Lots belonging to other Owners.

9.05 Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9.06 Applicable Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

9.07 Captions. The captions employed in this Declaration are for convenience only and are not intended to limit or amplify the terms and provisions of this Declaration.

9.08 Effective Date. This Declaration shall become effective the date that it is filed of record in the Official Public Records of Real Property of Brazoria County, Texas.

9.09 Annexation of Additional Property. Additional land(s) may become subject to this Declaration in any of the following manners:

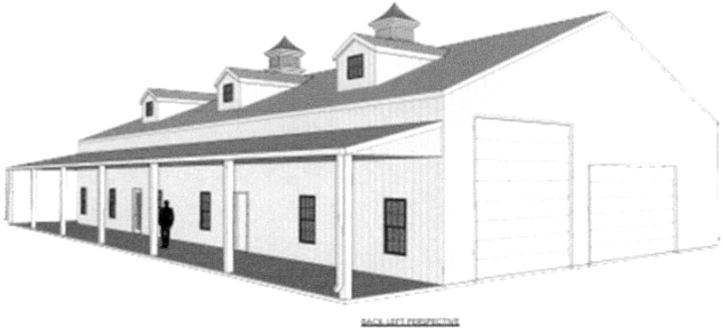
(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions, and Restrictions ("Supplemental Declaration") which shall extend the scheme of the

Covenants of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as may be approved by Declarant.

- (b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Property Owners Association, as evidenced by a certificate or document executed by an officer of the Property Owners Association and recorded in the Real Property Records of Brazoria County, Texas.
- (c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 9.09, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Property Owners Association to the properties added.
- (d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Property Owners Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or part) with one-half (1/2) mile of any real property then subject to the jurisdiction of the Property Owners Association. Upon a merger or consolidation of the Property Owners Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, right and obligations of the Property Owners Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme.
- (e) Notwithstanding the fact that the Declarant may not be an Owner by virtues of its sale, transfer or conveyance of all of its right, title and interest in the Subdivision, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 9.09 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to any annexation, merger or consolidation permitted by this Section 9.09, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated and become a Class B Member with respect

to the Lots owned by it within the Subdivision, as such Subdivision has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Certificate of Formation and Bylaws of the Property Owners Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

Barndominium Appearance Examples and Ideas:













This Declaration is executed the 22 day of Sept, 2021 in Brazoria County, Texas.

DECLARANT:

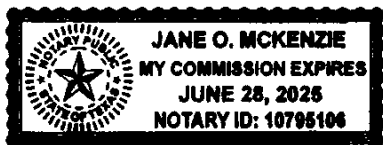
SMJJ, LLC, a Texas Limited Liability Company

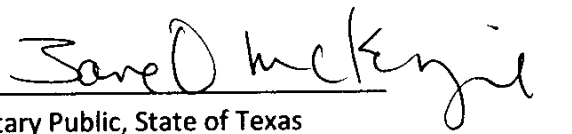
  
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Jeff Dolen, Managing Director  
Jeff Dolen, Chairman of Architectural Control Committee

STATE OF TEXAS  
COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 22<sup>nd</sup> day of September 2020, by Jeff Dolen, Managing Director of SMJJ, LLC a Texas Limited Liability Company and on behalf of said company.



  
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Notary Public, State of Texas

## FILED and RECORDED

Instrument Number: 2022025531

Filing and Recording Date: 04/27/2022 02:03:00 PM Pages: 22 Recording Fee: \$106.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-jessie