

**DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RYMAL RANCH ESTATES**

THE STATE OF TEXAS
COUNTY OF GALVESTON

Preamble

This declaration of Covenants, Conditions, and Restrictions is made on December 27, 2023 at Santa Fe, Galveston County, Texas by George Neumann, whose mailing address is P.O. Box 700 Santa Fe, Texas 77510.

Recitals

WHEREAS, Declarant is the owner of all that certain real property (the "Property") located in Galveston County, Texas Described as follows: 1951 Rymal Road 77511 and that is legally described on the Final Plat of Rymal Ranch Estates.

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 voted the Declarations in their entirety, as a single instrument, for the purpose of further carrying out and extending a uniform plan for 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 hereby conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and insure 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, barn 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" and "POA" refers to the Rymal Ranch Estates 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 nay 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

LOCATION, EASEMENT, MAINTENANCE

- 2.01 Home Location on Lot** - 50 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. Home may be placed as far back as 75 foot and structures may vary location when agreed upon by lot owner and ACC.
- 2.02 Easements** - All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Shrubbery, Fencing, and other obstruction shall be placed in any easement at the lot owners risk. Right to use for ingress and egress shall be available at all times over any dedicated easement for the 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, etc. No owner may alter any drainage feature(s) present within the easements or setbacks.
- 2.03 Exterior Maintenance** - 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 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 cost 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 less than SIX months, except for leased between buyers and sellers incident to the sale of a lot. No structures shall be erected, placed, or maintained on any lot other than single family residence with such accessory structures and building as a storage building, workshop, carport or 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: All lots owned and retained by developer or agents of, are exempt form 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 site 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. Use of Travel Trailers or Recreational Vehicles on a lot during construction is prohibited and any variance will be sole discretion of the ACC.
- 3.03 Conventional on Site Construction Single Family** - Each dwelling must be constructed on-site and of no less than 1,500 square feet of heated and air conditioned space, exclusive of garage, carports, porches, outbuildings and barns. For each dwelling or structure all plans and specifications are subject to the prior written approval of the ACC.
- 3.04 Replatting Lots** - If a lot 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 shall adhere to the 50' setback line from the front of house to the front of property line or fence whichever is greater.
- b.** Conventional construction and barndominium are acceptable.
- c.** Home exterior veneer must be stone, brick, stucco, hardy-plank or sheet metal. No galvalume can be used on vertical walls. Sheet metal must be R-panel or similar. Road facing exterior must have masonry (stone, brick, stucco etc) coverage of minimum 20%.
- d.** Barndominium's: Road facing exteriors to feature several architectural elements and materials. (Ex: Windows, Shutters, Covered Porches, Gables, Dormers, Copulas, decorative front doors). Color schemes shall be consistent with country and modern tones. (Ex: Browns, Blacks, Bieges, Brick Reds, Whites, Cremes, Blues, Greys). Maximum Eave height: 24'0" AFF
- e.** All fencing located on lot shall be 4 Rail Ranch style fencing facing the street in front. New opaque fencing may be used for partition/cross fencing within the Lot. (Ex. Wrought iron) No barbed, stranded wire or chain link fencing shall be used. Wood privacy fence, limited to height maximum of 6', and will only be permitted in certain areas. Privacy fencing may only be used 5' behind the front corner of house. Fencing plans must be approved by ACC. All fencing must be maintained free of mold and mildew. Fences must be kept in orderly condition.
- f.** No structure of temporary character, including but not limited to, a bus, tent, garage, barn, travel trailer, RV or other outbuilding may be used on any Lot as a residence or for storage either temporarily or permanently. RV, Travel Trailers, Boats may be stored on a Lot within its own dedicated area/structure, out of view from adjacent owners and approved by the ACC.
- g.** All driveways must be constructed out of poured concrete a minimum of 20ft from the street, crushed asphalt, concrete, limestone or equivalent is acceptable for the remainder of driveway. All driveways must be kept clean and intact. Driveway culverts must be precast concrete and have poured concrete end caps or precast safety end caps.

- h.** Any building, garage, carport, workshop, addition or remodeling to a residence, must be of all new materials, and must be of equal construction quality and harmonious architecture 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. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence or improvement.
- j.** All finish trim and fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio or porch so as to match the residence.
- k.** HVAC window type unit(s) are prohibited and may not be installed in any wall or window. Mini Split style units are allowed as long as exterior units are mounted on the ground or on elevated equipment platforms, no hanging units to the sidewall of any structure.

4.05 Signs - Allowable signage includes contractors, realtors and political signs of good taste. Signs can be no greater than 6 square feet. Address and property owner name 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 above and in so doing shall not be subject to any liability for trespass or other sort in connection with such removal.

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 and maintained by the owner and properly disposed of daily. All garbage cans, equipment, wood/brush piles shall be walled or fenced in to conceal view from neighboring lots. No clothes lines are permitted. ACC will not approve any construction plans that do not include on-site dumpster/container for construction debris.

4.07 Animals - Each property owner is allowed dogs, cats or other household pets, provided they are not kept, bred or maintained for 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 within the owners lot. If animals

become a nuisance to surrounding residence, the owner will be responsible for resolving situation amicably. Please be a responsible pet owner. Each property owner may have up to 6 chickens per lot but no roosters. Chickens must be kept in an enclosed area and the coop not visible from the street. One (1) Large farm animal (Ex. Horse, Cow, Goat) per acre may be kept on the property with prior written approval from the ACC. Swine may only be kept for FFA/4H purposes and must have written approval from the ACC.

Pen Regulations - All fowl and rabbit 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.

- a. No pen or cage may be maintained in such a fashion as to breed flies or emit offensive odors.
- b. All dead animals must be removed immediately and the owner is to contact animal control for proper disposal instructions.
- c. All pens are to be kept in good working order at all times, and the area surrounding the pens are to be maintained so as not to be a nuisance.

4.08 Prohibited Parking Practices - Except for the purposes of loading and unloading, which must occur within a reasonable time, no person shall park a vehicle other than RV/Boat with a gross vehicle weight rating of 19,001 pounds. RV and Boat storage is permitted in enclosed storage buildings, barn, carport or dedicated structure. No dump trucks, heavy equipment, 18 wheelers can be parked on any lot overnight. Any car or vehicle not in running condition or regularly used by the owner or his agent shall not be allowed to remain on any lot 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, barn or structure and away from public view. No junk cars may be kept on the property for any purpose. No hazardous waste or materials, in bins or containers may be kept on the property. Please dispose of all byproducts of restoration accordingly and properly.

4.10 Swimming Pools - All pool plans must be submitted to the ACC for approval. Any Above ground or temporary style swimming pools are prohibited.

ARTICLE 5

PROPERTY OWNERS ASSOCIATION

- 5.01 Establishment and Governance** - The filing of the declaration establishes the Property Owners Association (POA) as a non-profit corporation that is governed by this declaration and the bylaws. The POA 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 copy of any rules. Further, the Board will cause any rules and bylaws to be recorded in the Official Records of Galveston 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 POA has two classes of voting members:
- a. Class A - Class A members are all owners, other than the declarant. Class A members have one vote per lot. When more than one person is an owner, each owner is a class A member but only one vote may be cast per 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 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 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 (10th) tenth anniversary of the date the Declaration was recorded in the Office of the County Clerk of Galveston County, Texas

ARTICLE 6 ASSESSMENTS

- 6.01 Authority** - The POA may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the subdivision, to fund operating expenses of the POA, 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 vendors lien and contractual lien on each lot, which lien is reserved by the Declarant and assigned to the POA. By acceptance of a deed to a Lot, each owner grants the lien, together with the power of sale, to the POA 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 POA. Until change by the Board and until the Declarant owns no Lots in the subdivision, the regular Assessment may not be more than \$750.00 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) day before its effective date.
 - c. Collections - Regular Assessments will be collected yearly in advance, payable on the (1st) 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 benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments, which purposes include, but are not limited to, maintenance of the decorative entrance to the Subdivision, Roads, Drainage. Special Assessments shall be approved by the members, except that Special Assessments for the purpose of maintaining drainage or detention 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 POA's lien as to Assessments due before the foreclosure.
- 6.10 Delinquent Assessments** - Any Assessment not paid within thirty (30) days after it is due is delinquent.
- 6.11 Declarant Not Subject to Assessment** - 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 the 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 POA. Delinquent Assessments accrue interest at the rate of ten (10) percent per year. The Board may charge the late charge and the interest rate.
- 7.02 Costs, Attorneys Fee and Expenses** - If the POA complies with all applicable notice requirements, an owner is liable to the POA for all cost and reasonable attorneys fees incurred by the POA in collecting delinquent Assessments, foreclosing the POA 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 POA 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 Violation** - The POA may access an Owners Lot to remedy a violation of the Governing Documents.
- 7.05 Suspension of Rights** - If an Owner violates the Governing Documents, the POA may suspend the Owners 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 POA for damage to Common Areas caused by the Owner or the Owner's family, guest, 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 out to the Common Area, subject to the right of the Property Owners Association to -
- a. Suspend an Owners rights under the Governing Documents;
 - b. Grant an easement approved by the Board over the common area for utility, drainage or other purposes; and
 - c. 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 Owners right to use and enjoy the Common Area extends to the Owners family, guest, agents and invitees, subject to the Governing Documents.

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 Declarants 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 any lots 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 above, the violation or attempted violation of the provisions of the Declaration, or any Amendment hereto, by any owner, family, guest, lessees, or licensees shall authorize any Owner, Declarant and/or POA, the right to recover from such owner all its expenses and cost in connection therewith, including but not limited to fees charged by any property manager for the subdivision hired by the Declarant, attorneys fees and court cost. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right to 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 judgement 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 easements, 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, restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by Owners owning more than seventy-five (75%) percent of the Lots.

b. SO LONG AS DECLARANT OWNS OR MAINTAINS AN INTEREST OR LIEN IN OR UPON ANY LOT (ACCORDING TO THE RECORDS OF GALVESTON 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 GALVESTON 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 Declarants 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 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 Galveston County Texas, for the purpose of amending, modifying, changing or eliminating in whole or in part, these restrictions. However, such Owners may NOT impair and/or affect the vested property rights of an Owner or his mortgagee in that Owners Lot, 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 to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and cost.

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 in 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 Galveston County, Texas.

9.09 Annexation of Additional Property - Additional Lands may become subject to this Declaration in any of the following manners;

a. The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions, and Restrictions which shall extend the scheme of the Covenants of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such additions or modifications of 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 a person or entity other than the Declarant desires to add or annex additional property 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 Galveston County, Texas.

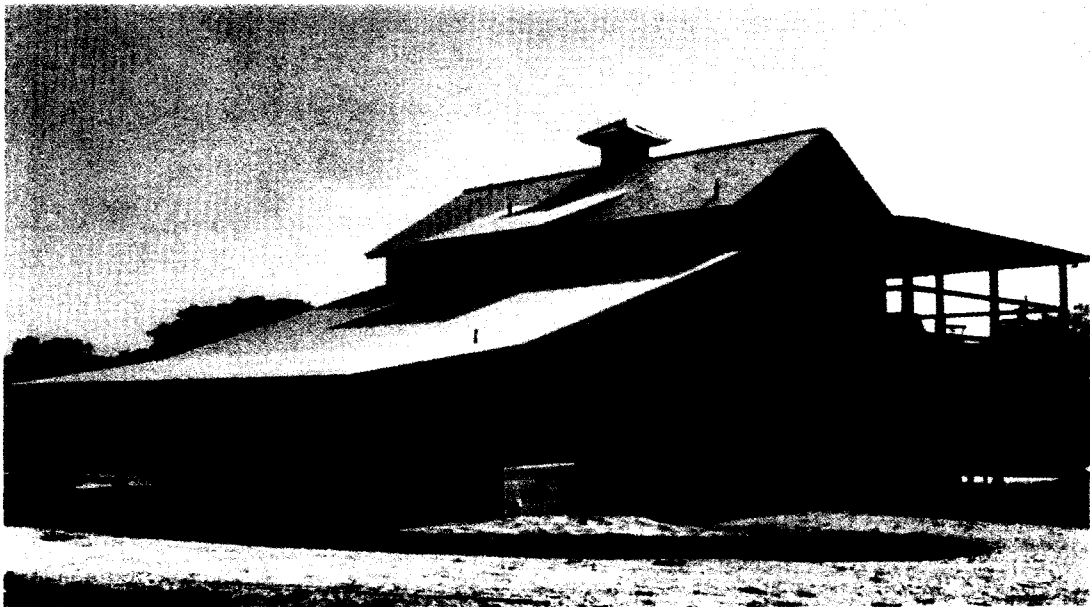
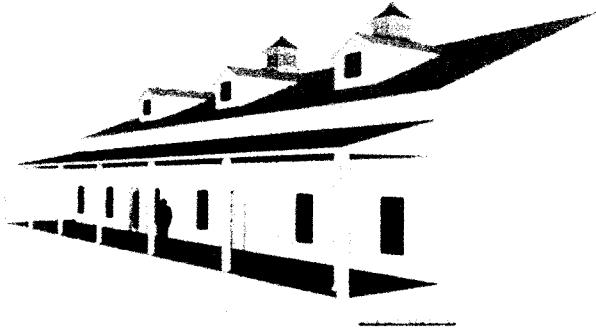
c. Any additions made pursuant to paragraphs (a) and (b) of this section 9.09, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Property Owners Association to the properties added.

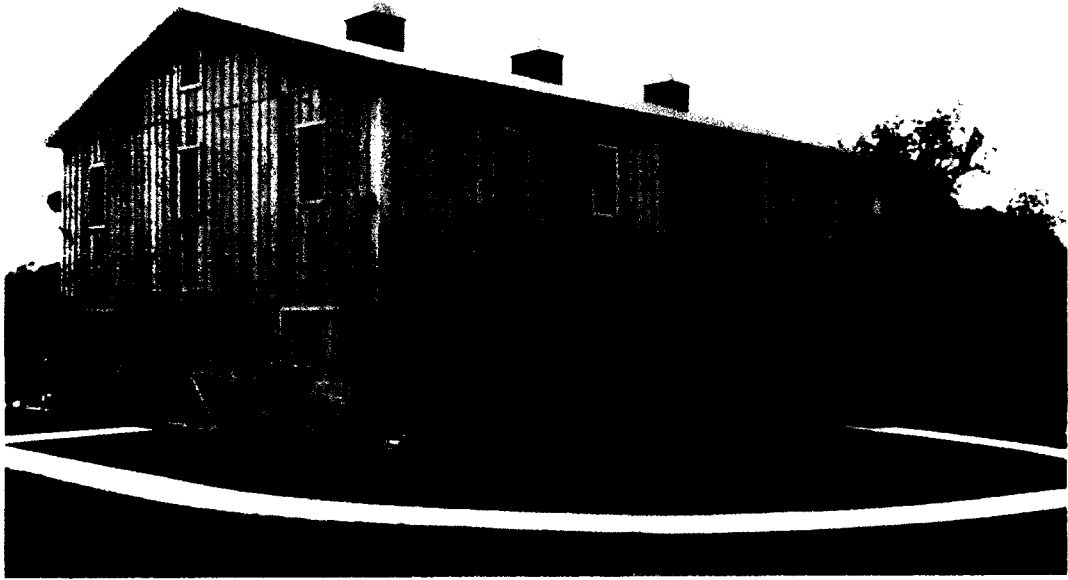
d. The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity to cause the Property Owners Association to merge or consolidate with any similar association then having jurisdiction over real property located in whole or part within one-half (1/2) mile of any real property then subject to the jurisdiction of the POA. 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 the POA 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.

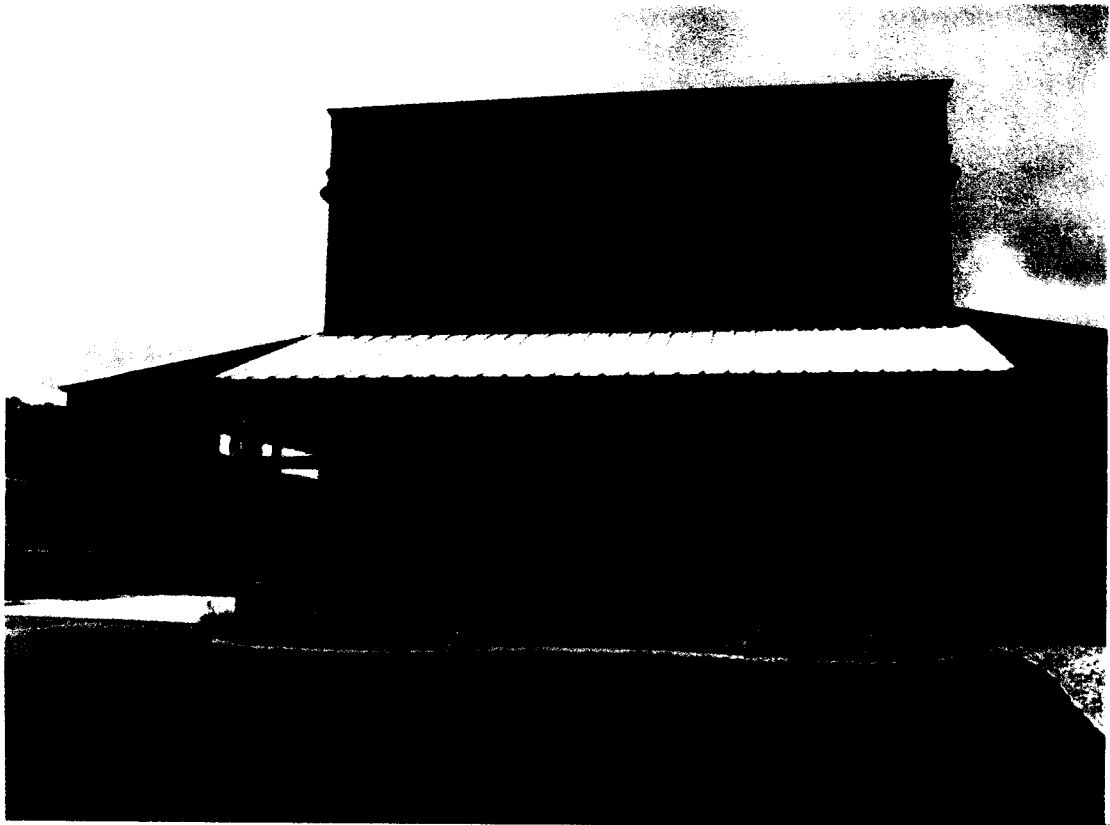
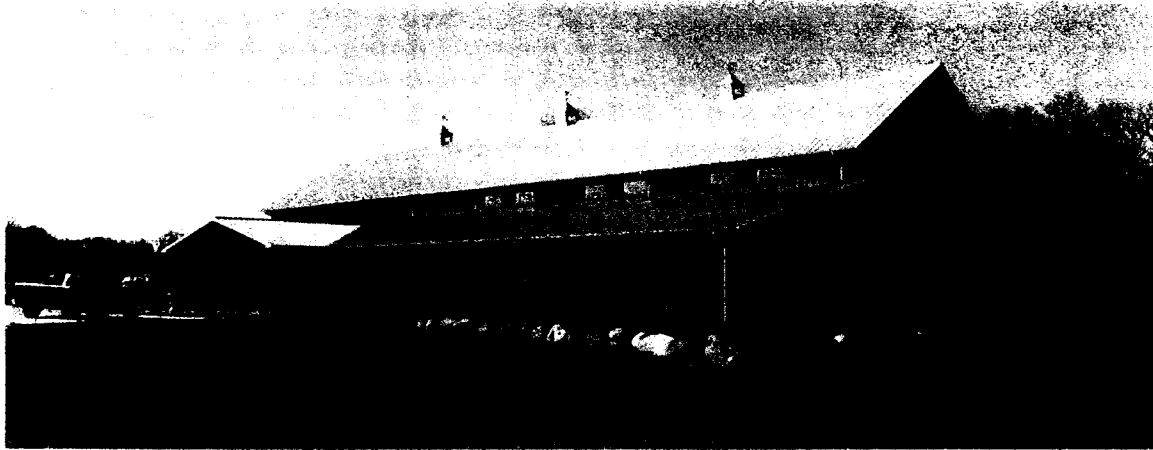
e. Notwithstanding the fact that the Declarant may not be an owner by virtue of its sale, transfer or conveyance of all of its right, title and interest in the Subdivision, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 9.09 and all of the subsections hereof. Even though the Declarant may not be a class A or class B Member prior too any addition, annexation, merger or consolidation permitted by this Section 9.09, subsequent to such addition, annexation, merger or consolidation the Declarant shall be reinstated and become a Class B Member with respect to the Lots owner by it within the Subdivision, as such Subdivision has been expanded or increased by addition, annexation, merger or consolidation. The Declarants 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 addition, annexation, merger or consolidation.

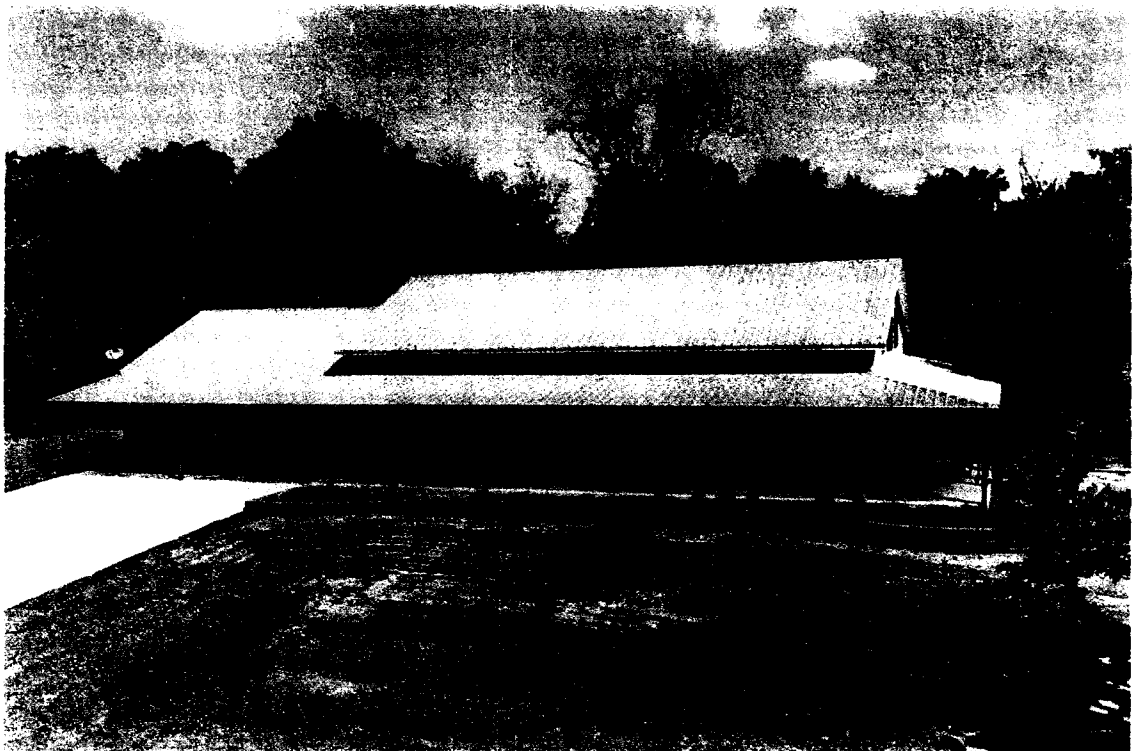
BARNDOMINIMUM APPEARANCE EXAMPLES AND IDEAS:







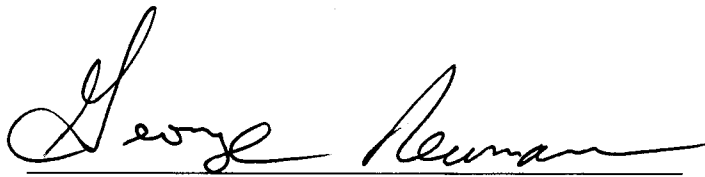




This Declaration is executed the 29 day of December, 2023 in Galveston County, Texas. 11:40 am

DECLARANT:

George Neumann, Owner



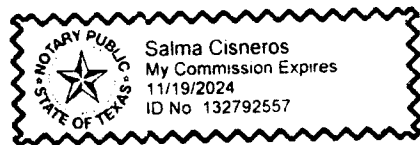
George Neumann, Managing Director
George Neumann, Chairman of Architectural Control Committee
George Neumann, Property Owner

STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 29th day of December 2023, by George Neumann, Property Owner and Managing Director of Neumann Investments LLC a Texas Limited Liability Company and on behalf of said company.



Notary Public, State of Texas



Turned in @ 11:40 AM 12-29-23 into County of Galveston Engineering Dept.

FILED AND RECORDED

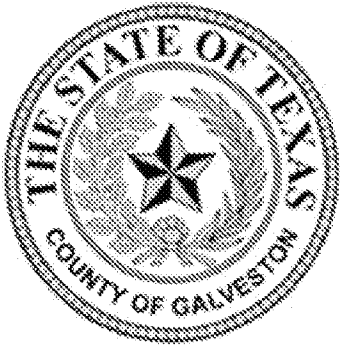
Instrument Number: *2024000683*

Recording Fee: 105.00

Number Of Pages: 22

Filing and Recording Date: 01/04/2024 2:27PM

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



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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