

DECLARATION OF RESTRICTIVE COVENANTS FOR
THE MAGNOLIA BEND SUBDIVISION

THE STATE OF TEXAS
COUNTY OF BRAZORIA

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KNOW ALL MEN BY THESE PRESENTS:

THAT IC-GROMAX, L.P., ("Declarant"), acting herein by and through its duly authorized managers and agents, being the developer of MAGNOLIA BEND, a Subdivision in Brazoria County, Texas as shown by plat thereof, recorded in Brazoria County Map Records under File No. 2008044618, for the purpose of creating and implementing a uniform plan for the development, improvement and sale of said subdivision and the hereinafter described property as a restricted, exclusive residential district, hereby establishes and adopts the following restrictions, covenants and conditions upon the said Subdivision, and the hereinafter described property:

I. The restrictions, covenants and conditions hereof shall apply to all lots in MAGNOLIA BEND, a Subdivision in Brazoria County, Texas, as cited above.

II.

A. RESIDENTIAL USE

(1) All of the lots shall be used for residential purposes only and no part of any lot shall be used for any type of business or profession.

(2) Every type of institutional use, whether profit or non-profit, including, but not limited to, club, clubhouse, fraternity, sorority, lodge, church, clinic, sanatoria, academy, school, nursery, day-care center, or nursing home uses, or any of them, is prohibited upon each lot.

(3) No building, whether to be used as a residence or otherwise, shall be moved onto a lot. However, builder may install sales trailer while actively selling.

(4) No mobile home, travel trailer, trailer, tent, shed, basement, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

(5) No sign of any kind shall be displayed to the public view on any lot except: one (1) sign of not more than five square feet (5 s.f.) advertising the property for rent or sale; one (1) sign supporting a political candidate or issue limited to four square feet (4 s.f.) in size and displayed no longer than thirty days (30) prior to, or seven days (7) after an election; one (1) sign per child, limited to four square feet (4 s.f.) indicating participation in school activities; or signs used by a builder to advertise the property during the construction and sales period. Model home signs 4' x 8' by builders are permitted.

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IC-Gromax LP
4201 West Broadway, Pearland, Tx 77581

(6) No truck, truck-tractor, tractor-trailer, bus, trailer, recreational vehicle, boat or marine craft shall be left parked in the street in front of any lot except as auxiliary and necessary to the construction or repair of a house or houses in the immediate vicinity, or for the servicing of or delivery of goods or merchandise to such house or houses, and no truck, truck-tractor, tractor-trailer, bus, recreational vehicle, boat or marine craft or trailer shall be left parked in any driveway or other paved portion of a lot for greater than one day, unless inside a garage or out of sight behind fence. No vehicle, marine craft or trailer shall be left parked in any unpaved portion of the lot for more than four (4) hours unless out of sight behind fence.

B. SIZE AND CONDITION OF DWELLING

(1) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family detached dwelling or house, a private garage built to accommodate not more than six (6) passenger automobiles, and other outbuildings incidental to residential use of the lot, all limited in height so that no garage or other outbuilding may be taller than the home on the Lot. The exterior of any outbuilding must be constructed of materials matching the primary dwelling on the lot, as approved by the Architectural Review Committee. Storage sheds shall not exceed 10ft in height. In addition each structure constructed must be shingled and the same color as the home. Aluminum structures will be strictly prohibited. No dwelling or house may exceed three (3) stories in height, nor rise to a height of more than thirty-five feet (35') above the finished grade level of said lot.

(2) The living area of the main house, exclusive of open porches, patios, lanais, breezeways, and garages, shall contain not less than 2000 square feet. Any dwelling which does not comply with these provisions shall be required to comply or shall be removed from the lot.

C. LOCATIONS OF RESIDENTIAL STRUCTURES

(1) No building shall be located on any lot nearer to the front line or nearer to the side street line, if any, than fifty feet (50').

(2) In any event, no building shall be located on any lot nearer than fifteen feet (15') to any side street line.

(3) No building shall be located nearer than five feet (5') to an interior lot side line, except that a garage may be located within five feet (5') of an interior lot line. No building shall be located on any interior lot nearer than twenty feet (20') to the rear lot line.

(4) All residences erected on lots in MAGNOLIA BEND, shall be oriented toward the front lot line, providing, however, the main entrance to such residence may be situated in a side exterior wall of such residence but in no case shall such entrance face, in whole or in part, the rear lot line.

(5) Nothing herein contained shall be construed to prevent the use as or building site of two (2) or more consecutively adjacent lots, or the use as a building site of portions of two (2) or more such lots, all having a common street frontage, and a street frontage not less than the frontage of any lot, a portion of which is included in such site.

D. ARCHITECTURAL STYLE

Architectural style may vary, consistent with maintaining a highly compatible appearance throughout. Vivid colors and radically different styles shall not be permitted. All styles and exterior colors and materials shall be approved by the Architectural Control Committee ("ACC") of MAGNOLIA BEND.

E. PLAN AND ELEVATION

(1) Houses with the same floor plan and same elevation must have a minimum of three lots between them when built on the same side of the street.

(2) When built on opposite sides of the street, houses with the same floor plan and same elevation must have a minimum of six lots between the lot directly across the street and the lot on which the same house will be built.

(3) Houses with the same floor plan and same elevation cannot be built on back-to-back corner lots.

(4) Houses with the same floor plan and different elevation must have a minimum of two lots between them when built on the same side of the street.

(5) Houses with the same floor plan but different elevations, when built on opposite sides of the street must have a minimum of two lots between the lot directly across the street and the lot on which the same floor plan will be built.

(6) A minimum of two houses must be built between houses with the same brick or stone.

(7) Houses directly across the street from each other must not use the same brick or stone.

(8) The Architectural Control Committee may require more stringent requirements than contained in this subparagraph E., when in its sole discretion, such increased spacing of similar construction is necessary to preserve the aesthetic quality of the subdivision.

F. APPROVAL OF DESIGNER AND BUILDER BY ARCHITECTURAL CONTROL COMMITTEE OF MAGNOLIA BEND

All designers and builders of any improvements to be located on any lot in MAGNOLIA BEND shall be approved by the Architectural Control Committee.

G. FOUNDATION REQUIREMENTS

All building foundations shall be an engineered concrete slab. Brazoria County Drainage District #5 requires that the minimum finished slab elevation for all structures shall be two feet (2') above the 100 year flood plain or two feet (2') above the finished ground level, whichever is higher. Furthermore, the minimum slab elevation must be six inches (6") higher than the crown of any down gradient roadway, or such level as may be established by the Commissioner's Court or County Engineer of the County, and other applicable governmental authorities. The minimum slab elevation must also be a minimum of twelve inches (12") above the finished grade of the lot perimeter, unless otherwise approved by the Committee.

H. EXTERIOR FINISHES

(1) All houses in the Subdivision shall not have less than 60% masonry over all exterior walls. "Masonry" as used and required herein shall refer to brick, brick-veneer and "HardiePlank", but does not include asbestos shingles, asphalt shingles, composition shingles, or other similar non-cement based boarding. The term "masonry" includes stucco and all material commonly referred to in the Texas building industry as masonry. The above percentage calculation for "exterior walls" excludes gables, doors and windows.

(2) Masonry color and selection and exterior color selections shall be submitted to the ACC of MAGNOLIA BEND at the time the final plans are presented for approval and all exterior colors shall be subject to Committee approval.

I. GARAGES

No garage area may be used, or converted at any time for living area or quarters, however, quarters may be built above detached garages.

J. RECREATIONAL VEHICLES

Boats, trailers, recreational vehicles, and similar vehicles stored on premises must be within enclosed garages or storage areas and not exposed to view from any street or common area.

K. SOLAR DEVICES

(1) Solar collectors may be installed provided they are of the first plate type mounted flush on the roof with no overhangs. Solar collectors shall not be installed on the house in a fashion which creates glares to adjacent homes or detracts from the design of the structure. The Architectural Control Committee of MAGNOLIA BEND shall consider such restrictions as it may find reasonable to assure the architectural integrity of the structure.

L. ANTENNAS

All antennas, video discs, satellite receivers (including without limitation radio or television transmitting or receiving antennas) shall be installed so that no antenna, discs, etc. are visible from any street or common area.

M. FENCES, WALKS, AND HEDGES

(1) No fence or wall or any character shall be erected nearer than 25 feet from the front lot line and no fence or wall shall exceed six feet (6') in height. The only acceptable fence materials shall be masonry, wood or wrought iron.

(2) No hedge of more than six feet (6') in height shall be permitted in front of any dwelling.

(3) Notwithstanding the above restrictions, the owners of all Lots facing on County Road 63 shall install four foot (4') white rail fences along the front boundary of the Lot. The Board of Directors may prescribe specifications to be included in the Rules and Regulations of the Association providing for the character and quality of such fencing.

(4) All Lots bordering upon the subdivision water feature (lake) shall have four foot (4') wrought iron fencing along the rear boundary of the Lot.

(5) Unless approval is given otherwise by the Architectural Review Committee, wood fencing must be maintained in its natural state, without stain or paint. In certain circumstances the ARC may approve stains that maintain a natural appearance for wood fencing.

N. LANDSCAPING

(1) Grasses and weeds growing on any front, side or rear yard of a lot shall be cut or mowed at such intervals as to maintain front, side, or rear, of not more than six inches (6") above the sod thereunder. Until a dwelling is built on a lot, the undersigned, or its duly authorized agents or assigns, may, at its option, cut such grasses and weeds to meet this covenant and may have dead trees, shrubs, and plants removed from the lot and the owner of said lot shall be held, by the acceptance of a deed thereto, to be obligated to pay and reimburse it, its duly authorized agents or assigns for the cost thus incurred.

(2) When any building is erected upon a lot, that portion of the lot lying between the front lot line, the front setback line, and the enclosing side lot lines, shall be sodded, seeded, planted and maintained as a lawn, excepting such described area as may be maintained for paved driveways, parking areas, and shrubbery, nursery, and hedge plantings, or any combinations thereof, consistent with all other requirements of the covenants hereof.

(3) All Lots shall have a minimum of three trees in the front yard. At least one such tree must be a Magnolia Tree.

(4) Landscaping of a lot shall be completed upon completion of the main residential structure such that it is suitable for occupancy.

O. CONCRETE DRIVEWAYS, APPROACHES AND WALKS

Driveway locations must be coordinated with the master layout as specified by the city of IOWA COLONY. Concrete driveways shall have expansion joints not more than twenty feet (20') apart. The minimum width of twelve feet (12') shall be required from the front building line of the main residence to the garage to allow for two-car parking. The driveway must be a minimum of seventeen feet (17') wide at least twenty feet (20') out from the front of the garage. The drive approach shall be constructed in such a manner as to conform with the City of IOWA COLONY's specifications. Walks from the street curb to the residence shall be a minimum of four feet (4') in width. All walks as required by the City of IOWA COLONY shall be constructed according to city specifications. The owner of a lot shall not be required to construct a sidewalk until the residence is complete unless required by the City of IOWA COLONY. Lot One (1), Block One (1) shall not be required to have a concrete driveway and may have a driveway constructed as approved by the ARC. However, the driveway construction for such Lot shall comply with any IOWA COLONY ordinances or regulations that may be applicable to the type constructed on such Lot.

P. GARBAGE AND TRASH COLLECTION

No lot shall be used or maintained as a dumping ground for garbage, rubbish or trash. Garbage, rubbish, or trash shall not be permitted on any lot unless the same is stored in a sanitary container or containers and removed from the premises promptly. Garbage removal by the City of IOWA COLONY Sanitation Division on its regular schedule for servicing the street upon which a lot is situated shall be deemed requisite promptitude for the removal of garbage. Accumulations of rubbish or trash, including, but not limited to, grass cuttings and tree limbs, shall be removed not less often than twice a month.

Q. PARKING REQUIREMENTS

The parking of any vehicles on any street for more than a twenty-four (24) hour period shall be strictly prohibited.

R. UNACCEPTABLE AND OFFENSIVE ACTIVITIES

(1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(2) No oil or gas drilling, oil or gas, mineral producing, oil exploration or development operations, oil refining, quarrying or mining operation shall be permitted

upon, in or under any lot provided, however, the present facilities and activities in connection therewith on any recorded replat pipeline easements shall not be deemed a violation of this covenant.

(3) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided, however, that such are not kept, bred or maintained for commercial purposes, and that such does not create an annoyance or a nuisance to the neighborhood.

(4) No boats or marine craft shall be stored or parked in any driveway or open parking area of a lot.

(5) No recreational equipment, including without limitation, basketball goals (except goals on detached garages) or poles, volleyball net poles, or any other type of athletic or similar equipment, whether temporary or permanent, shall be constructed in front of the primary front plane of the primary residential structure and must be specifically approved by the Architectural Control Committee.

S. EASEMENTS; UTILITIES

(1) Easements for installation and maintenance of utilities and drainage facilities and for ingress and egress of the grantor and all other authorized to install or maintain such utilities and facilities are reserved as shown on the recorded plat of MAGNOLIA BEND. Within a lot area where fences, walling or planting is permitted, any fence, wall, or planting in or across said easements may be removed by said utilities, their duly authorized agents or assigns, and by said grantor, its duly authorized agent or assigns, free of any and all liability or obligation to the owner or owners of such fence, wall or planting on account of such removal. Said utilities easements are for all utilities now or hereafter to be installed and maintained in said replat locations according to custom and usage from time to time.

(2) All electrical and telephone service and subdivision distribution lines shall be buried in conformance with the then applicable National Electrical Safety Code.

(3) An underground electrical distribution system will be installed in that part of MAGNOLIA BEND, designated Underground Residential Subdivision, which underground service shall embrace all lots in MAGNOLIA BEND. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and National Electrical Code) the underground service cable and appurtenances from the point of attachment as such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing services shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and

specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/140 bolt, three wire, 60 cycle, alternating current.

(4) There are drainage easements granted to City of IOWA COLONY as recorded in the Brazoria County Clerk's Office and also designated in the recorded plat of MAGNOLIA BEND. Any owners of lots with said pipeline easements within lot boundaries shall not place any buildings, structures, pools, trees or other obstructions in said easements. Additionally, any fence, wall or planting in and across said easements may be removed by said City, their duly authorized agents or assigns free of any and all liability or obligation to the owner or owners of such fence, wall or planting on account of such removal.

T. COMMON AREA AND WATER DETENTION AREA

Grantor will transfer ownership in Common Areas and Water Detention Area to MAGNOLIA BEND Homeowners Association, Inc. and said Homeowners Association will be solely responsible for maintenance of Common Areas and Water Detention Area.

III. MAGNOLIA BEND ARCHITECTURAL CONTROL COMMITTEE

A. CREATION

There is hereby established the MAGNOLIA BEND Architectural Control Committee ("ARC").

B. OBJECTIVES

The Architectural Control Committee has been established to encourage the construction of dwellings of superior architectural design, quality, proper size, and overall compatibility with the conceptual plan of MAGNOLIA BEND.

C. MEMBERSHIP

Membership of the Architectural Control Committee shall consist of three (3) persons. The ARC may adopt and amend By-Laws from time to time for the government of its meeting and internal operation consistent with these covenants, by majority vote of the qualified and serving members. Members of the ARC shall be appointed and shall serve at the discretion of the Declarant until there is no longer any Class "B" membership in the Association. Once Class "B" membership ceases to exist, members of the ARC shall serve at the discretion of the Board of Directors and all decisions of the ARC shall be subject to the oversight of the Board. Should Class "B" membership be reinstated pursuant to article VIII(D)(2) below, ARC membership and decisions shall continue to be subject to Board approval. The initial Committee shall be constituted as follows:

1. _____
2. _____
3. _____

The Committee may designate a representative to act for it. Such designation shall be recorded in the Minutes of the Committee.

D. FUNCTION AND CONTROL

Dwellings should be designated to create an attractive and harmonious blend with existing houses. No building shall be erected, constructed, remodeled, or altered on any lot until construction plans and specifications have been submitted to and approved in writing by the Architectural Control Committee of MAGNOLIA BEND. The ARC may grant approval of certain improvements in variance from the restrictions provided by these Restrictive Covenants, subject to Board of Director oversight as provided above.

E. REVIEW PROCESS

The review process for approval of plans by the Architectural Control Committee has been created to evaluate construction plans to ensure conformity with the application of the deed restrictions.

Design Review – Two (2) sets of drawings, including the following, shall be submitted to the Architectural Control Committee:

- a. Site plan (scale: 1" = 20'0")
- b. Foundation plan (scale: 1/8" = 1'0")
- c. Floor plans (scale: 1/8" = 1'0")
- d. Exterior elevations and sections (scale: 1/8" = 1'0")
- e. Exterior material and color sections

These drawings will be evaluated as to compliance with all deed restrictions and conformity and harmony of exterior architectural design.

F. APPROVALS

The Committee's approval or disapproval of plans and specifications as required in these covenants shall be in writing, and shall specify the reasons for disapproval, if such be the case. However, in the event the Committee or its designated representative, if any, fails to approve or disapprove the proposed improvement of alteration within thirty (30) days after proper plans and specifications have been submitted to it, such request shall be deemed to have been fully denied.

G. Neither the Committee nor any architect or agent thereof, nor MAGNOLIA BEND, nor any agent or employee or any of the foregoing shall be responsible in any way for any failure of structures to comply with the requirements of this declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons from each and every such cause of action.

IV. HIGHER RESTRICTIONS – SUBSEQUENT CONVEYANCE

The undersigned or other owner of any lot to lots in MAGNOLIA BEND may provide more onerous restrictions in any deed to any particular lot, whether by increasing the floor space requirements or by other changes, so long as said changes work to raise the architectural and living standards applicable to said lot and are incorporated in the deed or other instrument at or prior to the time of passage of title.

V. REMEDIES FOR VIOLATION

Violation of any restrictions, condition or covenant affecting any lot as provided herein shall vest in the undersigned the right to enter upon such lot and similarly abate or remove the same at the expense of the owner or owners of said lot and such entry, abatement, or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and in addition to all other remedies which the undersigned may have, and not in lieu thereof, and shall be in addition to the remedies of the other lot owners affected by these restrictions, conditions and covenants. All costs incurred by the Association abating or removing said violation shall constitute a lien upon the property, such amounts being reduced to an assessment, subject to being collected in the same manner as provided herein for regular annual maintenance assessments.

VI. MODIFICATIONS – AMENDMENTS

The undersigned shall have and hereby reserves the right to modify and amend these restrictions, conditions and covenants with reference to location or setback or any of the improvements within the Subdivision and the direction which the same shall face to such extent as it deems for the best interests of the Subdivision as a whole. Such modifications and amendments, if any, shall be in writing.

VII. TERM OF RESTRICTIONS: ENTITLEMENT THEREUNDER

These restrictions and conditions shall be covenants running with the land and shall be binding on all parties and persons owning any of the lots in MAGNOLIA BEND from the date hereof until the same are changed or removed in accordance with the provisions hereof. Each owner of any lot or lots herein shall have the right to enforce these

restrictions, conditions and covenants at law or in equity against the person or persons violating or attempting to violate any part hereof.

The then owners of record of three-fifths (3/5) of all of the lots in MAGNOLIA BEND, (regardless of the square foot area or perimeter dimensions of the respective lots), may, by a written instrument executed and filed of record in the Office of the County Clerk of Brazoria County, Texas, may change these restrictions, conditions and covenants in whole or in part, as to any or all of said Subdivision. The execution of said written instrument need not all be under one cover but may be several different instruments.

Unless a change be made according to the provisions hereof and an additional term of covenants thereby established, the restrictions, conditions and covenants hereof shall automatically renew for successive periods of ten years after June 1, 2030.

VII. SEVERABILITY

It is hereby declared to be the intent of the maker hereof to create and covenant each separate provision hereof independently in its operative effect of all other provisions, and the fact that any article, section, paragraph, sentence, clause, word or part of this instrument shall be declared invalid or unconstitutional by final judgment of any court of competent jurisdiction shall in no event affect any other article, section, paragraph, sentence, clause, word or part of this instrument, and it is hereby declared to be the intent of the maker hereof to have created and covenanted each article, section, paragraph, sentence, clause, word or part hereof may be declared invalid or unconstitutional.

VIII. RULES & REGULATIONS

The Board of Directors of the Association shall have the right to establish reasonable rules and regulations consistent with and in furtherance of the covenants and restrictions contained herein. Such rules and regulations may provide for the assessment of fines against Owners and Lots for violations of this Declaration or the rules and regulations, after providing the entity against which the fine is assessed notice and an opportunity to be heard in the same manner as provided in Chapter 209 of the Texas Property Code or its subsequent amended versions as then existing. Any fines properly assessed shall constitute a lien against the Lot the subject of such fine and such lien may be enforce as provided herein for the enforcement of assessments.

IX. MAGNOLIA BEND HOMEOWNERS ASSOCIATION, INC.

A. ORGANIZATION

Declarant has heretofore caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure and management of the maintenance charge funds, enforcement of the Declaration, providing for the maintenance, preservation

and architectural control (when the powers of the Committee terminate and the Committee's powers vest in the Association) within the subdivision, the general overall supervision of all of the affairs and well being of the subdivision and the promotion of the health, safety and welfare of the residents within the subdivision.

B. BOARD OF DIRECTORS

The Association acts through a Board of Directors, which manages the affairs of the Association as specified in the By-Laws of the Association.

C. MEMBERSHIP

Every owner of a lot shall be a member of the Association. Lot ownership is the sole requirement for membership and no owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association and shall automatically pass with the title to the lot.

D. VOTING

The Association shall have two classes of voting membership with respect to the Subdivision covered by this Declaration;

(1) CLASS A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one individual or entity holds an ownership interest in a lot, all such persons shall be members, but in no event shall they be entitled to more than one vote with respect to that particular lot.

(2) CLASS B. Class B members shall be the Developers. Class B members shall be entitled to three (3) votes for each lot owned. The Class B ownership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) on January 1, 2025. However, if Class B membership has automatically converted to one vote per lot owned, it shall automatically revert to three votes per lot owned in the event additional lots are subjected to the jurisdiction of the Association such that the Declarant owns more than twenty-five percent (25%) of all lots.

X. COVENANT FOR MAINTENANCE ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Developer for each lot within the subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each

owner of any lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Association the following:

- (1) Annual assessments of charges; and
- (2) Special assessments for capital improvements.
- (3) Such other charges that may be charged to a lot by virtue of the provisions of this Declaration or other governing documents of the Magnolia Bend subdivision and Magnolia Bend Homeowners Association, Inc.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, including attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the lot against which such assessments or charges are made. Each such assessment or charge, together with such interests, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such lot. Upon a transfer of a lot, the assessments accrued to the date of transfer must be paid in full.

B. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, perimeter fence and esplanades in the Subdivision; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the mowing of vacant lots in the subdivision, mowing and maintenance of Detention Area and the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the subdivision in neat and good order, or which they consider of general benefit to the owners or occupants of the subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes,

insurance and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

C. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS.

Until January 1 of the year immediately following the date of commencement of the first annual assessment as determined by the Board of Directors, the maximum annual assessment shall be \$600.00 per lot per year. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment shall increase each year by an amount equal to ten percent (10%) of the maximum annual assessment for the prior year. No action of the Board of Directors is required to effectuate such increases in the maximum annual assessment. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum. The annual assessment in any year may be set in excess of the maximum annual assessment only with the approval by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. In lieu of notice and a meeting of members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3) of each class of members for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the office of the County Clerk of Brazoria County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the members.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in subparagraph C immediately above.

E. QUORUM FOR MEETING ENACTING AN ASSESSMENT REQUIRING MEMBER APPROVAL

At any meeting of the Association called (at least in part) for the purpose of voting on the passage of a special assessment or increase in the regular assessment in excess of the maximum annual assessment, the presence of Members, or their proxies,

entitled to cast ten percent (10%) of all of the votes of the membership shall constitute a quorum.

F. RATES OF ASSESSMENT

Both annual and special assessments on all lots shall be fixed at uniform rates provided, however, the rate applicable to lots that are owned by a builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. There shall be no assessment charged on lots owned by the Declarant. The rate of assessment for each lot shall change as the character of ownership and the status of occupancy changes.

G. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT

The annual assessment provided for herein shall commence as to all lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall, subject to the limitations contained in Article IV, Section 3 above, fix the amount of the annual assessment to be levied against each lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every owner whose lot is subject to the payment thereof. The annual assessment shall be due and payable in advance on the first day of January. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular lot is binding upon the Association as of the date of its issuance.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessment or charges that are not paid when due shall be delinquent. If any assessment or charges are not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot. Interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a Deed to a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and such owner expressly grants to the Association a power of sale in connection with the non judicial foreclosure of the Vendor's

Lien. Non judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.

I. SUBORDINATION OF THE LIEN TO MORTGAGES

As hereinabove provided, the title to each lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or the owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

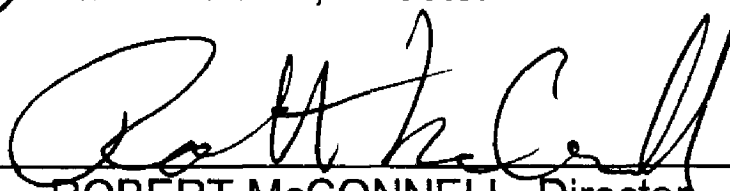
J. EXEMPT PROPERTY

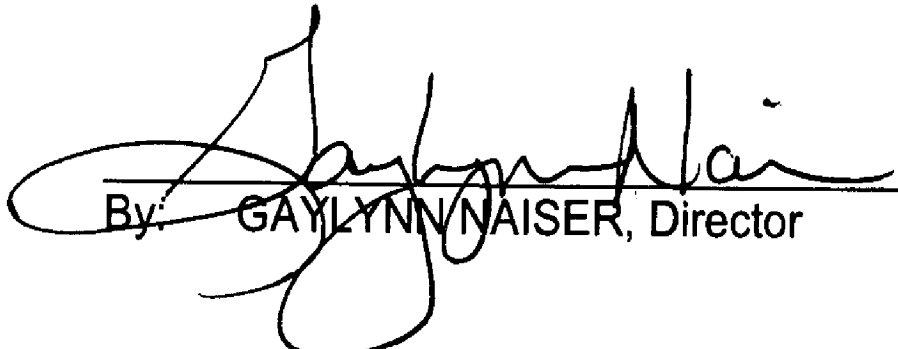
All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no lot which is used as a residence shall be exempt from said assessments and charges.

EXECUTED this the _____ day of _____, 2008.

IC-GROMAX, L.P.


By: KEVIN COLE, Director


By: ROBERT McCONNELL, Director


By: GAYLYNN NAISER, Director

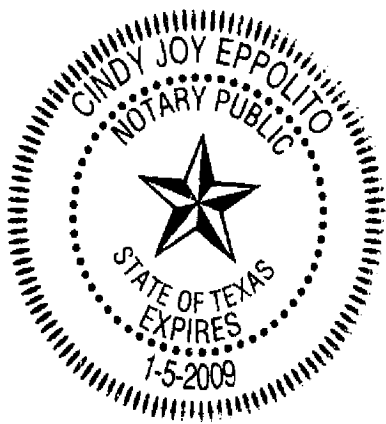
THE STATE OF TEXAS

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COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared KEVIN COLE, ROBERT McCONNELL and GAYLYNN NAISER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3RD day of September, 2008.



Cindy Joy Eppolito
Notary Public in and for the
State of TEXAS