

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2017 00019223

Instrument Number: 2017-00019223

Recorded On: May 19, 2017

As
Real Property

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Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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MADISON GROVE OWNERS ASSOCIATION
PO BOX 983
BAYVIEW TX 78566



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

Sylvia Garza-Perez
Cameron County Clerk

MADISON GROVE SUBDIVISION - PHASE I AMENDED AND RESTATED

00019223

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTY OF CAMERON)

WHEREAS, Bayview Madison Grove Ltd. as Declarant, executed a Declaration of Covenants, Conditions and Restrictions (herein called the "Declaration") for MADISON GROVE SUBDIVISION - PHASE I. dated September 30, 2003, said Declaration being recorded in Volume 9477, Page 181, of the Official Records of Cameron County, Texas;

WHEREAS, Madison Grove Owners Association, Ltd, as Declarant, did Amend and Restate the Declaration with changes as recorded in Instrument #200053263, dated November 26, 2008, removing Lot 1 as common area, said Amended Declaration being recorded in volume 15592, Page 191, of the Official Records of Cameron County, Texas;

WHEREAS, the Declaration of MADISON GROVE SUBDIVISION - PHASE I provides that the Declaration may be amended pursuant to Texas Property Code Section 209.0041 by an instrument signed by the owners of at least two-thirds of the total lots; and

WHEREAS, THE MADISON GROVE OWNERS ASSOCIATION and Owner of Lot One (I) of MADISON GROVE SUBDIVISION, PHASE 1, Cameron County, Texas, are desirous of excluding said lot from being subject to the Declaration for MADISON GROVE SUBDIVISION:

CORNERSTONE CHURCH - OWNER OF LOT 1
HAMILTON MUSSER
MADISON GROVE SUBDIVISION, PHASE 1
CAMERON COUNTY, TEXAS

NOW, I, LIGIA G. TORO DE STEFANI, President of MADISON GROVE OWNERS ASSOCIATION ("Association"), a Texas non-profit corporation, do hereby certify on behalf of the Association that the Declaration of Covenants, Conditions and Restrictions of MADISON GROVE SUBDIVISION -PHASE I has been amended as follows, and the below Second Amended Declaration of Covenants, Conditions, and Restrictions replaces and supersedes the original Declaration of Covenants, Conditions, and Restrictions dated September 30, 2003, to-wit: and the First Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated November 26, 2008.

NOW THEREFORE it is hereby declared that all of the property described in Section 1.02 herein below shall be held, sold, and conveyed subject to the following amended easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the above described property, and which shall run with the real property, and shall be binding on all parties having any right, title, or

interest in or to the real property or any plat thereof, as well as their heirs, successors, or assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof (hereinafter "The Property").

ARTICLE ONE

General

SECTION 1.

1.01. Definitions. The following words when used in this Declaration, shall have the following meanings, unless the context shall prohibit:

a. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of MADISON GROVE OWNERS ASSOCIATION, a copy of which is attached hereto as Exhibit "B" for informational purposes and may be amended as provided therein or by law.

b. "Association" shall mean and refer to MADISON GROVE OWNERS ASSOCIATION, its successors and assigns. It shall have all rights, duties, powers and obligations given to it in this Declaration, its Articles of Incorporation, By-laws, Rules and Regulations, or other Dedicatory Instruments.

c. "Board" or "Board of Directors" shall mean, refer to and be the same as a Board of Directors as set forth in the Articles of Incorporation or elected pursuant to this Declaration and the By-laws of the Association.

d. "By-laws" shall mean and refer to the By-laws of MADISON GROVE Owners Association, a copy of which is attached hereto as Exhibit "C" for information purposes only and which may be amended as provided therein or by law.

e. "Common Areas" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant or at least two thirds of the property owners and identified thereon as a "Common Area", with the exception in perpetuity of Lot 1. These areas designated as Common Areas on the recorded map or plat or included within this document of Phase I include

- (1) the river rock island bisected by and including the electric entry/exit gates at the main entrance,
- (2) the security gate and wall along Ted Hunt Dr.,
- (3) the Madelyn Rose Blvd., Creighton Lane, all adjacent sidewalks, and their associated easements
- (4) the "Nature Trail" easement, and
- (5) the island at the end of the Madelyn Rose Boulevard cul-de-sac.

f. "Declarant" shall mean and refer to MADISON GROVE, LTD., Texas limited Partner or MADISON GROVE HOMEOWNERS ASSOCIATION Ltd., its affiliates, successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall remain assignable.

g. "Declaration" shall mean this Declaration of Covenants,

Conditions and Restrictions for MADISON GROVE SUBDIVISION.

h. "Design Code" shall mean and refer to the architectural, design, development and other guidelines, standards, controls, codes, policies, procedures, and rules and regulations including, but not limited to, application forms and review procedures adopted pursuant to Article Three of this Declaration, as it may be amended from time to time.

i. "Design Review Board" shall mean and refer to the Design Review Board of MADISON GROVE OWNERS ASSOCIATION as described in this Declaration and in the Design Code, and by the Design Review Board Policy.

j. "Limited Common Areas" shall mean and refer to those areas shown on Exhibits attached to this Declaration or any Amended or Restated Declaration or on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant or at least two thirds of the property owners and identified thereon as "Limited Common Areas." The "Limited Common Areas" shall include but are not necessarily limited to streets and sidewalks that are not designated as Common Areas.

k. "Living Unit" shall mean and refer to all or a portion of a building situated upon a Lot or Lots designed and intended for use and occupancy by a single family only, provided however that a Living Unit may include a detached or attached caretaker unit, guest house, pool house or other outbuilding only upon approval of the Design Review Board.

l. "Lot" shall mean and refer to any plot or lot of land shown upon any recorded subdivision map of The Properties with the exception of Common Areas as heretofore defined, provided however, that Common Areas can be placed on a lot

m. "Outbuilding" shall mean and refer to a guest house detached from the primary residence. Two story outbuildings may include garages at the ground level.

n. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot or part thereof or Living Unit, situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

o. "Phase", when followed by a Roman numeral shall mean and refer to a specific portion of the Properties, the exact geographic location of which shall have been described and defined either in Exhibit "A-I" referred to in Section 1.02 of Article I or in a Supplemental Declaration provided for in Section 1.03 of this article.

p. "Supplemental Declaration" shall mean and refer to any document that is filed and recorded in accordance with Section 1.03 of this Declaration to submit additional property to this Declaration.

q. "The Properties" shall mean and refer to the real property (including improvements) described in Article I, Section 1.02 hereof, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Section 1.03 hereof.

r. "Unit" or "Unit Owner" shall mean and refer to owners of a Living Unit, as defined herein.

1.02. Property Subject to this Declaration. The real property covered by this Declaration is described in Exhibit "A-1" attached hereto and incorporated herein by reference, SAVE AND EXCEPT Lot (1), which is expressly excluded and not subject to the Declaration. All remaining lots shall be included in "The Properties" and all right, title and interest therein shall be owned, held, leased, transferred, sold, occupied and/or conveyed by Declarant, or any subsequent owner of, subject to this Declaration and the covenants, conditions, restrictions, charges and liens set forth herein.

1.03. Additions to Property Subject to this Declaration. Additional property within Exhibit A-2 may become subject to this Declaration in the following manner:

a) If Declarant or any other person, firm or corporation is the owner of any property within Schedule A-1 which it desires to add to the scheme of this declaration, it may do so by filing of record a Supplemental Declaration, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED HOWEVER, (1) that such covenants, conditions, restrictions, charges and liens as applied to the property which is so added may be altered or modified by said Supplemental Declaration, and (2) PROVIDED FURTHER, before property is added to the scheme of this Declaration by any person, firm or corporation other than Declarant, both the Declarant herein or its successors and assigns and the Association, acting through its board of directors, must give their prior written consent thereto. Properties may be added to the scheme of this Declaration if such properties are within the boundaries as set out in Exhibit A-2 attached hereto and incorporated herein by reference, whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplemental Declaration shall include a geographical description of the property added and shall designate said area with the term "Phase" followed by a numeral so as to differentiate each respective Phase from other Phases within The Properties.

b) Each Supplemental Declaration shall have at a minimum, the following attached Exhibits:

- 1) Supplemental Exhibit A-2 to include the legal description of the property being added;
- 2) Supplemental Exhibit A-3 to identify the Common Areas in the new Phase;
- 3) Supplemental Exhibit A-4 to identify "Limited Common Areas #1" within the new Phase or to state that the new Phase does not have any "Limited Common Areas #1"; and

c. Each Supplemental Declaration shall further contain covenants, conditions and restrictions to which the added properties shall be subject. Such covenants, conditions and restrictions may contain additions, deletions, and modifications from those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such Supplemental Declaration revoke, modify or

add to the covenants, conditions, restrictions, charges and liens (hereinafter sometimes referred to jointly as "covenants") established by this declaration within "Phase I", nor revoke, modify or add to the covenants established by previously filed Supplemental Declaration within previously designated "Phases."

d. Upon a merger to consolidation of the 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, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within The Properties together with the covenants, conditions and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall affect any revocation, change, or addition to the covenants, conditions, and restrictions established by this Declaration pertaining to The Properties except as hereinafter provided.

ARTICLE TWO

USE RESTRICTIONS

Type of Buildings Permitted

2.01 All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and an attached or detached private enclosed garage or storage shed for at least two automobiles.

2.01(a) No mobile homes, trailers, motor homes or recreational vehicles may be placed or built on any lot unless the motor home or recreational vehicle is enclosed in a garage or other appropriate building approved by the Design Review Board.

Construction Material for Exterior Walls

2.02 The exterior walls of any residence constructed on any Lot shall be a minimum of 80% brick (with the exception of gray brick, which is not allowed) or masonry construction, including stucco, and subject to the prior approval of the Design Review Board.

Minimum Floor Area

2.03 Any single story residence constructed on any Lot must have a total floor area of not less than two thousand (2,000) square feet, exclusive of garages, porches, patios, and terraces. Any two-story residence constructed on any lot must have a ground floor living area of not less than one thousand two hundred (1,200) square feet and a combined living area of not less than two thousand (2,000) square feet exclusive of garages, porches, patios, and terraces.

Setback

2.04 On any lot in said subdivision no side yard shall be less than ten feet (10'). No building shall be located on any such lot nearer to the front line than forty feet (40') or nearer to the rear lot line than fifteen feet (15') on non-resaca lots and sixty feet (60') on resaca lots in accordance with the recorded plat notes. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided however that this shall not be construed to permit any portion of the building on any such Lot to encroach upon another lot. On all corner lots, the dwelling may front on either street but the site plan must be approved prior to construction. The actual placement of any building on a lot is subject to prior approval of the Design Review Board.

Resubdivision

2.05 None of the lots of said subdivision shall be resubdivided in any fashion.

Easements

2.06 Easements for the installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the Owner situated within any such easement except in the event of gross negligence or obvious omission by said entities.

Noxious or Offensive Activities Prohibited

2.07 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any neighbor.

Prohibited Residential Uses

2.08 No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently; excepting, temporary structures used as building offices during the construction period, which must be inconspicuous and slightly as determined by the Design Review Board.

Signs

2.09 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent provided, however, that Declarant and other persons or entity engaged in the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas and model units, subject to the approval of the Design Review Board. Declarant or its assigns 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 to any liability or trespass in connection with such removal.

Oil Development Prohibited

2.10 No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use of boring for oil, natural gas, or other mines shall be erected, maintained, or permitted on any lot.

Rubbish, Trash and Garbage

2.11 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. Sanitary containers may be placed in streets next to the curb only during daylight hours on the day or days when garbage pickup is scheduled. All lots shall be mowed and kept clean by Owner from the date of purchase.

2.11(a) If, in the sole discretion of the Declarant and, or the Association at any time, and without prior notice to the Owner or any contractor employed by Owner, it becomes necessary, in the opinion of either of them, to remove trash or rubbish, cut grass, or haul off garbage associated with the construction or maintenance of any lot during or after the construction, the expense incurred, including but not limited to hauling labor and land fill fees, shall be paid to the Declarant, Design Review Board or Association, it shall be deemed to be an assessment against the lot in question and the Association shall have a lien for the same if not paid within thirty (30) days after a bill for the same is sent to the lot owner. There shall be no liability of the removing party to any Owner or contractor for the value of or damage to any materials removed from the Lot.

Animals

2.12 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 that they are not kept, bred, or maintained for any commercial purpose. Dogs and other outdoor pets must be kept fenced in the backyard or side yard and are not permitted to run free or be tied up in the front yard. All dog owners must keep their dogs on a leash when taking the pet outside the fenced area of their lot.

Fences, Walls, Hedges, and Utility Meters

2.13 No fences, walls, hedges, or utility meter (except water meters) shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lots than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. No fence shall exceed the height of six (6) feet above ground level. Chain link fence may not be placed anywhere in the subdivision, except such as may be approved at the sole discretion of the Design Review Board. No treated lumber fences will be allowed. Landscape easements where Declarant has emplaced fences shall not be interfered with.

Shrubs and Trees

2.14 No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within

the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sightline limitations shall apply on any lot within ten (10) feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level. Also, before a residence constructed on the lot is completed, the Owner shall plant in the front yard of the lot and shall thereunder maintain and, if necessary, replace at least two (2) trees at least four (4) inch caliper. A landscaping plan must be submitted to the Design Review Board showing a minimum of four (4) areas with beds and shrubs, and installation of these plantings must be complete within three (3) months after completion of each residence. If Lot Owner fails to comply with the terms of this Section within thirty (30) days from written notice from Association, Association has the right to landscape the Lot pursuant to the terms of this Section and levy the cost of the landscaping against the Lot Owner as an assessment.

Trucks, Busses and Trailers

2.15 No truck (except pick-up trucks), bus, trailer, recreational vehicle or inoperable vehicle of any kind shall be left in the street in front of any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity and no truck (except pick-up trucks), bus, boat trailer, or recreational vehicle shall be parked on the driveway or any portion of the lot in such manner as to be visible from the street. However, any recreational vehicle, trailer or fifth wheel motor home may be kept in a garage or storage shed approved by the Design Review Board.

Clotheslines

2.15(a) No clotheslines shall be permitted outside of any house, unless a fence has been constructed and the clothesline is not visible from any side of the house.

Parking

2.16 Parking for vehicles of owners shall be restricted to garage or driveway parking with street parking for only guests and commercial vehicles not owned by residents.

Prohibited Activities

2.17 No professional business, or commercial activity to which the general public is invited shall be conducted on any lot.

Exterior Fences

2.18 The perimeter wall or fence constructed on the boundaries of the subdivision and in the landscape easements, which are located on certain lots within the subdivision, are common elements of the subdivision and the Madison Grove Owners Association, its

agents and employees, shall have an access easement to enter upon the Lots on which such walls and fences are situated for the sole purpose of maintaining, altering, replacing or otherwise interfering with the owners of the Lots upon which the same is located. All other fences in the subdivision shall be the property of the owner of the lot on which the fence is situated and shall be maintained by such lot owner. All fences shall be built to conform to City building code and of material approved by the Madison Grove Owners Association.

Maximum Construction Time

2.19 Construction of a residence must be completed within one (1) year after such construction is begun.

Roofs

2.20 Roofs on residences in the subdivision shall be constructed of 25-year asphalt dimensional shingles (or better) such as tile or slate or any other standard roofing materials permitted by the Design Review Board.

ARTICLE THREE

ARCHITECTURAL CONTROL

Design Review Board

3.01 Declarant hereby designates Madison Grove Development, Inc., a Texas corporation, as the Design Review Board, and the same shall serve as the Design Review Board at the pleasure of the Declarant. After Declarant has sold twenty (20) lots, the Board of Directors of Madison Grove Owners Association shall be entitled to appoint a Design Review Board. The Design Review Board shall thereafter consist of not less than three (3) subdivision Lot Owners who shall serve at the pleasure of the Board. If any member of the Design Review Board is unable or unwilling to serve, the Board shall appoint a replacement.

Approval of Plans and Specifications

3.02 No building fence, wall, or other structure shall be commenced, erected, or maintained on any lot, nor shall any exterior addition to, or change or alteration therein, be made nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Design Review Board as to harmony of external design and location in relation to surrounding structures and topography.

Design Code

3.03 The Design Review Board is authorized, but not obligated, to develop a set of standards for improvements to the lots and such Design Code shall include architectural, design, development and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, as it may be amended from time to

time.

Failure of Board to Act

3.04 In the event that any plans and specifications are submitted to the Design Review Board as provided herein and such Committee shall fail to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

ARTICLE FOUR

ASSOCIATION

Creation

4.01 There shall be created an owner's association known as the Madison Grove Owners Association, Inc., a Texas nonprofit corporation, hereinafter called the "Association". Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to the ownership of a lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

4.02 Association membership shall be transferred to the grantee of a conveyance of a lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

4.03 The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedure set forth in the Association's Articles of Incorporation and Bylaws, subject to this Declaration.

Membership Voting, Elections and Meetings

4.04 Until such time as twenty (20) of the 31 Lots in Phase I have been sold, the Declarant shall be the Owner of the Association and shall appoint the Board of Directors (the "Board"). After the sale of twenty (20) Lots, the Declarant shall turn the Association over to the Owners. Thereafter, each Lot shall have one vote and there shall be at least one meeting of the membership each year. At annual meetings, the Owners shall elect a Board consisting of three (3) Directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

4.05 Through the Board, the Association shall have the following powers and duties:

(a) To adopt rules and regulations to implement this Declaration and the Association's Bylaws;

(b) To enforce this Declaration, the Bylaws, its rules and Regulations;

(c) To elect officers of the Board and select members of the Design Review Board when that power devolves to the Board and such other committees as may be deemed appropriate by the Board;

(d) To delegate its powers to committee, officers, or employees;

(e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;

(f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against Owners. The amount of the regular assessments shall be restricted to the amount set out in Section 4.07 below. In addition to the regular assessments, the Board shall levy and collect the Community Center Assessment described In Section 4.06 below. Developer shall not be required to pay assessments on Lots belonging to Developer until four years after the final approval of the plat of this subdivision. All Lots shall be subject to Association assessments from the time of their sale by the Developer;

(g) Assessments are due and payable not later than thirty (30) days after a notice thereof is mailed to the Lot Owner. The Association shall have a lien on the Lot of any Owner who does not timely pay assessments established by the Board for the amount of such assessments, plus attorney's fees, interest and other costs of collection and of foreclosure. Any Owner who does not timely pay assessments assessed hereunder shall be liable to the Association for any attorney's fees and expenses incurred by the Association for any attorney's fees and expenses incurred by the Association to collect the amounts due and to foreclose its lien. Each unpaid assessments shall bear interest at a rate of ten percent (10%) per annum beginning thirty (30) days after the same is due until paid;

(h) To establish and collect special assessments for capital improvements or other purposes;

(i) To file liens against Lot Owners because of nonpayment of assessments duly levied and to foreclose on those liens and file lawsuits necessary to collect overdue assessments and to foreclose liens filed hereunder;

0) Delinquent Assessments may be collected by the Association in accordance with the remedies provided in Chapter 51 of the Texas Property Code in the same manner and method as a holder of a deed of trust lien on the property owned by a delinquent Lot Owner;

(k) To receive complaints regarding violations of this Declaration, the Bylaws, or the rules and regulations;

(l) To hold hearings to determine whether to discipline owners who violate this Declaration, the Bylaws, or the rules and regulations;

(m) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;

(n) To hold regular meetings of the Board at least quarterly;

(o) To manage and maintain in a state of high quality and good repair, at its expense, and to assess the Owners for the cost of maintaining:

(i) The perimeter walls on the East Boundary of the subdivision; and

(ii) The community gardens, green house, playground and fountains; and

(iii) The landscape easements proximate to the main entrance way(s); and

(iv) The private entrance way(s) to the subdivision streets; and

(v) Any other common area of the subdivision shown on the plat of the subdivision;

(p) To pay taxes and assessments related to the common areas, including taxes and charges that are or could become a lien on the common area;

(q) To pay the costs of any liability insurance and fire insurance on the common area and any liability insurance for members of the Board; and

(r) To assess penalties for the violation of the terms of this Declaration. Said penalties shall be levied as an assessment against a Lot Owner.

4.06. Community Center Assessment. Through the Board, the Association shall establish and collect a Six Hundred and 00/100 Dollar (\$600.00) per year assessment against each Lot Owner for the use of the Community Center located on Lot 1. This assessment shall be paid to the Owner of Lot 1 upon receipt of payment of the assessment by the Association. The assessment shall be fixed at Six Hundred and 00/100 Dollars (\$600.00) per year for each Owner until December 31, 2010. After 2010, the Association and the owner of Lot 1 shall agree on the future assessment, which shall be no less than Six Hundred and 00/100 (\$600.00) per year for each Owner.

The assessment described herein shall be assessed regardless of Owners' use of the Community Center. An Owner may not waive or otherwise escape liability for this assessment by nonuse of the Community Center. The fee simple owner of Lot 1 shall have the right to formulate reasonable rules of operation for the Community Center, which rules may be amended from time to time. Each Owner's use of the Community Center shall be regulated by the rules and regulations so promulgated by the owner of Lot 1. The Association shall not have the right to establish an assessment or assess any charges against the owner of Lot 1 for use of the Community Center, including the easement granted by Lot 6 of Phase I to access the Community Center from Madelyn Rose

Boulevard.

4.07. Limitation on Amount of Regular Assessment. Through the Board, the Association shall establish and collect a Two Hundred and 00/100 Dollar (\$200.00) per year assessment against each Owner for the purposes described in Section 4.05 of this Declaration, and subject to the terms of Section 4.05. The assessment shall be fixed at Two Hundred and 00/100 Dollars (\$200.00) per year for each Owner until December 31, 2010; after 2010, the Association, through the Board, shall establish and collect an assessment which meets the requirement of Section 4.05 of this Declaration.

ARTICLE FIVE

GENERAL PROVISIONS

Enforcement

5.01 The Declarant or any Owner shall have the right to enforce by any proceeding at law or in equity, all conditions, restrictions, covenants, and reservations now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

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

Duration and Amendment

5.03 The covenants, restrictions, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and enforceable by the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representative, heirs, successors, and assigns, unless amended as provided herein, and shall be effective for a term of fifteen years from the date this Declaration is recorded. During the initial fifteen (15) year term, these covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by the Owners of at least two-thirds of the Lots. After the initial fifteen (15) year term, these covenants, conditions, restrictions and any amendments hereto shall automatically be extended for successive periods of ten (10) years unless terminated by the Owners. The covenants, conditions, restrictions of this Declaration may be amended or terminated after the initial fifteen (15) year term hereof by an instrument signed by not less than the Owners of a majority (over fifty percent) of the Lots. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the property. No amendment shall be effective until recorded in the Official Records of Cameron County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

Covenants Running With The Land

5.04 The easements, restrictions, covenants, and conditions of this Declaration are for the purpose of protecting the value and desirability of the Properties. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Properties in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Properties, each Lot, and each lot Owner.

FIRST EXECUTED by the said MADISON GROVE OWNERS ASSOCIATION on the 7 day of November, 2016 and filed on this ~~18~~ day of May, 2017 with correct Section 1.02.

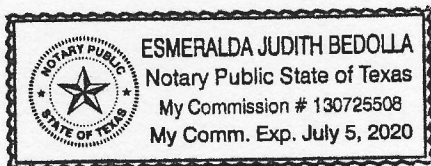
MADISON GROVE OWNERS
ASSOCIATION

By: *Ligia G. Toro de Stefani*
LIGIA G. TORO DE STEFANI
President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF CAMERON)

This instrument was acknowledged before me on this 18 day of May, 2017, by Ligia G. Toro de Stefani, the President of MADISON GROVE OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

Notary name printed:

Esmeralda Bedolla

My Commission expires: July 5, 2020

MADISON GROVE SUBDIVISION, PHASE I, a subdivision located in the Town of Bayview in Cameron County, Texas, according to Plat thereof recorded in Map Cabinet 1, Slot 2294-A, Map Records of Cameron County, Texas.

[Map of Subdivision Attached]

EXHIBIT A-1

MADISON GROVE SUBDIVISION- LEGAL DESCRIPTION

104.09 acres, more or less, out of the Boory tract, in Share 32, Espiritu Santo Grant, Cameron County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the North right-of-way line of the S.B. & R. G.V. Ry. with the East line of Share No. 32 of the Espiritu Santo Grant;

THENCE with said right-of-way line South 89 degrees 23.5 minutes West, 219.5 feet;

THENCE with the North line of the Home State Life Insurance Company Tract North 29 degrees 45 minutes West 631.8 feet;

THENCE North 47 degrees 00 minutes West 642.0 feet;

THENCE West 339.2 feet;

THENCE North 27 degrees 29 minutes West, 1852.3 feet;

THENCE with the South Bank of the Cuates Resaca in its meanders at an elevation of 14.0 North 54 degrees 49.5 minutes East 325.0 feet;

THENCE North 63 degrees 06 minutes East, 655.8 feet;

THENCE North 85 degrees 29.5 minutes East 346.9 feet;

THENCE, North 27 degrees 43 minutes East 345.1 feet;

THENCE, with the South line of the Port Isabel Irrigation Company's 1.73 acre tract North 88 degrees 51 minutes 777.6 feet;

THENCE with the East line of said Share No. 32 South 1 degrees 02 minutes East 3460.0 feet to the place of beginning, containing 104.09 acres, more or less.

EXHIBIT A-2



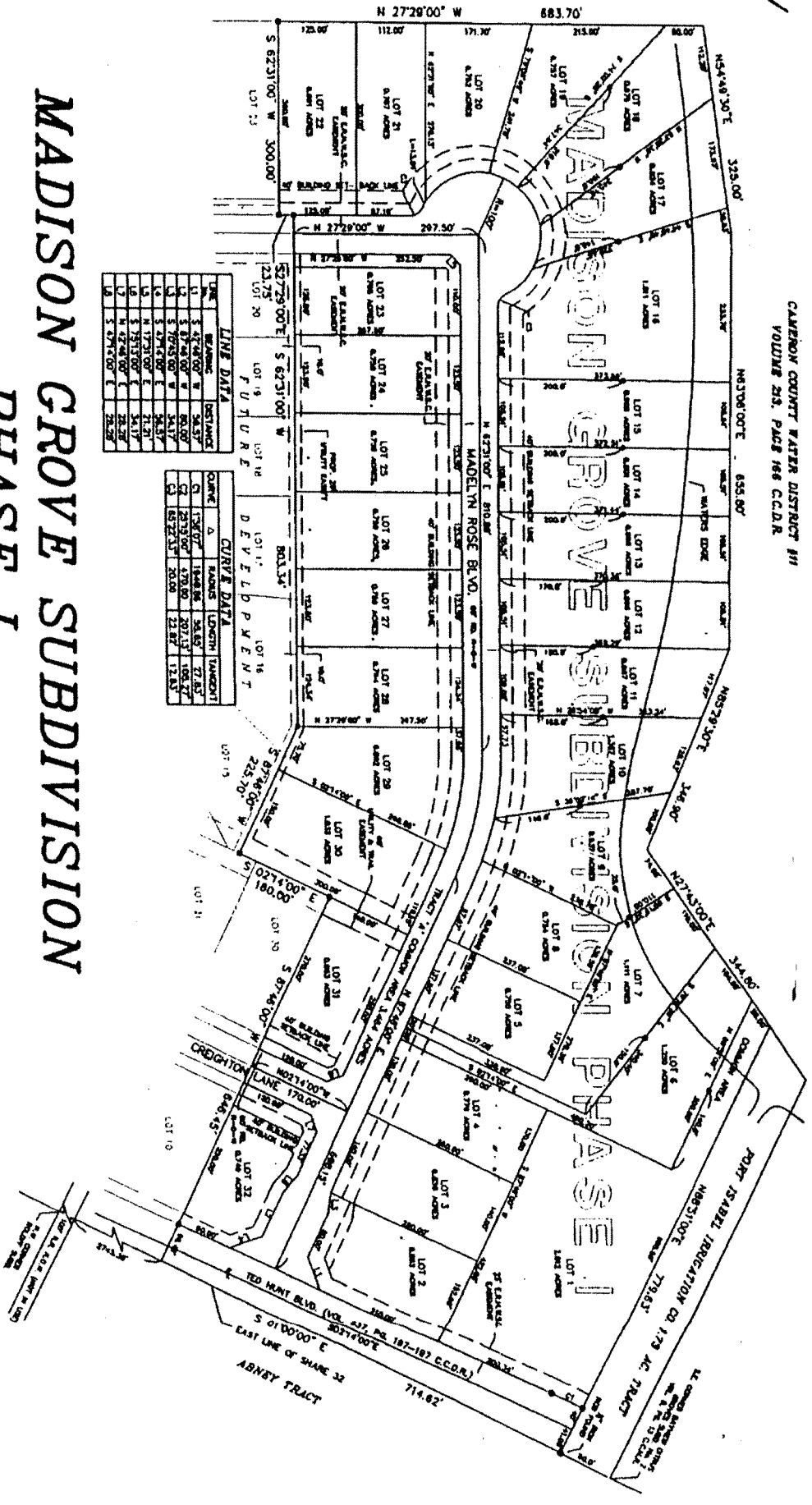
MADISON GROVE SUBDIVISION
 PHASE I

LINE DATA

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 42°48'00" W | 54.57 |
| L2 | S 87°48'00" W | 80.00 |
| L3 | S 70°45'00" W | 54.17 |
| L4 | S 27°45'00" E | 54.57 |
| L5 | N 17°31'00" E | 71.81 |
| L6 | S 75°13'00" E | 54.17 |
| L7 | N 42°48'00" E | 28.29 |
| L8 | S 27°45'00" E | 28.29 |

CURVE DATA

| CURVE | Δ | RADIUS | LENGTH | TANGENT |
|-------|-----------|---------|--------|---------|
| C1 | 136°07' | 1848.96 | 54.63 | 77.35 |
| C2 | 82°33'00" | 170.00 | 207.13 | 108.27 |
| C3 | 85°22'15" | 20.00 | 22.87 | 13.83 |



CAMDEN COUNTY WATER DISTRICT #11
 VOLUME 23, PAGE 166 C.C.D.R.

EXHIBIT "A-3"

EXHIBIT B

Certificate of Incorporation & Articles of Incorporation of
Madison Grove Owners Association



Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

MADISON GROVE OWNERS ASSOCIATION
Filing Number: 800228433

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/25/2003

Effective: 07/25/2003



Handwritten signature of Gwyn Shea in cursive script.

Gwyn Shea
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/483-5709

Filing Fee: \$25



Articles of Incorporation
Pursuant to Article 3.02
Texas Non-Profit
Corporation Act.

Filed in the Office of the
Secretary of State of Texas
Filing #: 800228433 07/25/2003
Document #: 38377620002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The corporation formed is a non-profit corporation. The name of the corporation is as set forth below:

MADISON GROVE OWNERS ASSOCIATION

The name must not be the same as, deceptively similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for the "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C)

A. The initial registered agent is a corporation (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

| | | | |
|-----------------------|------------|------------------------|--------|
| First Name Barbara | M.I. A. | Last Name Creighton | Suffix |
|-----------------------|------------|------------------------|--------|

C. The business address of the registered agent and the registered office address is:

| | | | |
|--|-----------------|-------------|-------------------|
| Street Address RR 3, Box 385 Ted Hunt Rd. | City Bayview | State TX | Zip Code 78566 |
|--|-----------------|-------------|-------------------|

Article 3 - Management (Complete items A or B)

A. Management of the affairs of the corporation is to be vested in the members of the corporation:

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below:

| | | | |
|-----------------------------------|------|---------------------|--------|
| Director 1: First Name Allison | M.I. | Last Name Musser | Suffix |
|-----------------------------------|------|---------------------|--------|

| | | | |
|--|-----------------|------------------|-------------------|
| Street Address RR 3, Box 385 Ted Hunt Rd. | City Bayview | State TX, USA | Zip Code 78566 |
|--|-----------------|------------------|-------------------|

| | | | |
|------------------------------------|------|---------------------|--------|
| Director 2: First Name Hamilton | M.I. | Last Name Musser | Suffix |
|------------------------------------|------|---------------------|--------|

| | | | |
|--|-----------------|------------------|-------------------|
| Street Address RR 3, Box 385 Ted Hunt Rd. | City Bayview | State TX, USA | Zip Code 78566 |
|--|-----------------|------------------|-------------------|

| | | | |
|-----------------------------------|------------|------------------------|--------|
| Director 3: First Name Barbara | M.I. A. | Last Name Creighton | Suffix |
|-----------------------------------|------------|------------------------|--------|

| | | | |
|--|-----------------|------------------|-------------------|
| Street Address RR 3, Box 385 Ted Hunt Rd. | City Bayview | State TX, USA | Zip Code 78566 |
|--|-----------------|------------------|-------------------|

Article 4 - Organization Structure

A. The corporation will have members. B. The corporation will not have members.

Article 5 - Duration

The period of duration is perpetual.

Article 6 - Purpose

The corporation is organized for the following purpose or purposes:

To organize, manage, maintain, control and budget for the expenses of maintaining, insuring and developing the common areas of Madison Grove Subdivision, and any other lawful business for which the Texas Non-Profit Corporation Act may allow

Supplemental Provisions / Information

[The attached addendum is incorporated herein by reference.]

Effective Date of Filing

A. This document will become effective when the document is filed by the secretary of state.

OR

B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Name Reservation Document Number

Incorporator

The name and address of the incorporator is set forth below.

Thomas Huebner 3200 Padre Blvd., South Padre Island, TX 78597

EXECUTION

The undersigned incorporator of these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

Thomas Huebner

Signature of Incorporator.

FILED OFFICE COPY

EXHIBIT "B-3"

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2017 00019222

Instrument Number: 2017-00019222

As

Recorded On: May 19, 2017

Real Property

Billable Pages: 11

Number of Pages: 12

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|-------------------------|--------------|
| Real Property | 76.00 |
| Total Recording: | 76.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2017-00019222
Receipt Number: 819591
Recorded Date/Time: May 19, 2017 10:18:27A
Book-Vol/Pg: BK-OR VL-22603 PG-257
User / Station: C Rodriguez - Cash Station # 5

Record and Return To:

MADISON GROVE OWNERS ASSOCIATION
PO BOX 983
BAYVIEW TX 78566



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

Sylvia Garza-Perez
Cameron County Clerk

MADISON GROVE SUBDIVISION-PHASE 1 AMENDED AND RESTATED BY-LAWS OF THE MADISON GROVE OWNERS' ASSOCIATION

THE STATE OF TEXAS COUNTY OF CAMERON

WHEREAS, Bayview Madison Grove, Ltd., as Declarant, adopted By-Laws for the MADISON GROVE OWNERS' ASSOCIATION which were executed by the Directors named in the Articles of Incorporation, dated September 3, 2003 and which are recorded in volume 9477 of the Official Records of Cameron County, Texas;

WHEREAS, the By-Laws of the MADISON GROVE OWNERS ASSOCIATION provide in ARTICLE XI, Amendment to the By-Laws, that the By-Laws may be altered, amended or repealed and new laws may be adopted by a majority of the Directors present at any regular meeting of the Board;

WHEREAS, a majority consent to amend the By-Laws is recorded in signed Board of Directors' minutes of October 18, 2016;

NOW, THEREFORE, I, LIGIA G. TORO DE STEFANI, the President of the MADISON GROVE OWNERS ASSOCIATION, a Texas non-profit corporation, do hereby certify on behalf of the BOARD OF DIRECTORS that the By-Laws of the MADISON GROVE OWNERS ASSOCIATION have been amended and restated as follows, and the below Amended and Restated By-Laws replace and supersede the Amended By-Laws dated September 22, 2016 and recorded September 23, 2016 to wit:

AMENDED AND RESTATED BY-LAWS

By this notice and in accord with ARTICLE XI OF THE MADISON GROVE HOMEOWNERS ASSOCIATION BY-LAWS, those same By-Laws are hereby repealed and amended. The following is adopted in its stead to read:

AMENDED BY-LAWS OF MADISON GROVE OWNERS ASSOCIATION

SUBJECT INDEX

ARTICLE I - OFFICES

ARTICLE II - MEMBERS

- Section 1: Membership
- Section 2: Voting Rights
- Section 3: Termination of Membership
- Section 4: Resignation Transfer of Membership
- Section 5: Reinstatement
- Section 6: Transfer of Membership

ARTICLE III- MEETINGS OF MEMBERS

- Section 1: Annual Meeting
- Section 2: Special Meetings
- Section 3: Place of Meeting
- Section 4: Notice of Meetings
- Section 5: Informal Action by Members
- Section 6: Quorum
- Section 7: Proxies
- Section 8: Manner of Acting
- Section 9: Voting by Mail

ARTICLE IV - BOARD OF DIRECTORS

- Section 1: General Powers
- Section 2: Number, Tenure, and Qualifications
- Section 3: Regular Meetings
- Section 4: Notice
- Section 5: Special Meetings
- Section 6: Quorum
- Section 7: Manner of Acting
- Section 8: Vacancies
- Section 9: Compensation
- Section 10: Informal Action by Directors

ARTICLE V - OFFICERS

- Section 1: Officers
- Section 2: Election and Term of Office
- Section 3: Removal
- Section 4: Vacancies
- Section 5: President
- Section 6: Vice President
- Section 7: Treasurer
- Section 8: Secretary
- Section 9: Assistant Treasurer and Assistant Secretary

ARTICLE VI - COMMITTEES

- Section 1: Committees of Directors
- Section 2: Other Committees
- Section 3: Term of Office
- Section 4: Chairman
- Section 5: Vacancies
- Section 6: Quorum

Section 7: Rules

ARTICLE VII- CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1: Contracts

Section 2: Checks, Drafts, etc.

Section 3: Deposits

Section 4: Gift

ARTICLE VIII - BOOKS AND RECORDS

ARTICLE IX - FISCAL YEAR

ARTICLE X - WAIVER OF NOTICE

ARTICLE XI - AMENDMENTS TO BY-LAWS

ARTICLE XII ADOPTION OF BY-LAWS

**AMENDED AND RESTATED BY-LAWS
OF MADISON GROVE OWNERS ASSOCIATION, INC.**

ARTICLE I. Offices

The principal office of the Corporation in the State of Texas shall be at a Board Member's residence in the Madison Grove Subdivision, Bayview, Texas, 78566.

The corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Business Organizations Code. The registered office may be, but does not need to be, identical with the principal office in the State of Texas, and the address of the principal office and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. Members

Section 1: Membership

Members shall be those individuals who own a lot or lots in the Madison Grove Subdivision, Phase I.

Section 2: Voting Rights

Each member shall be entitled to one vote per lot, regardless of size, on each matter submitted to a vote of the members. Multiple owners of a single lot may cast only one vote.

Section 3: Termination of Membership

A member shall cease to be a member upon the sale or transfer of ownership of a lot in the member's name, and the new owner or transferee shall automatically become a member with voting privileges.

Section 4: Transfer of Membership

Membership in this Corporation is not transferrable or assignable, except by sale or transfer as provided in Section 3.

ARTICLE III. Meetings of Members

Section 1: Annual Meeting

With the intention of electing and limiting a Board of Directors to a 12 month term, an annual meeting of the members shall be convened between the hours of 10:00 AM and 2:00 PM on the last Saturday of November or 1st or 2nd Saturday of December, one year later, from the last election of a Board of Directors held at an Annual or Special Meeting. To align the board term with the calendar year, the Board elected October 1st, 2016 will serve a 15 month period from October 2016 to December 2017, with an election of the next Board of Directors at the beginning of December of 2017. Transaction of business may come before the election and a Board meeting following it without notice. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding Saturday. If that election of Directors is not held on the day designated herein for an Annual Meeting, or there is any adjournment thereof, the Board of Directors shall cause an election at a Special Meeting of the members within 10 business days. If no election has occurred by that time the expired Board shall dissolve and a new election held according to Section 209 of the Texas Property Code.

Section 2: Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or not less than one-third of the members having voting rights.

Section 3: Place of Meeting

The Board of Directors may designate any place within 8 miles of the Madison Grove Subdivision as the

place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors. If no designation is made or if a Special Meeting be otherwise called, the place of meeting shall be within 8 miles of the registered office of the Corporation in the State of Texas.

Section 4: Notice of Meetings

Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally, by USPS mail, or email to each member entitled to vote at such meeting, not less than ten nor more than sixty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a Special Meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the member at his address as it appears on the records of the corporation, the postage thereon prepaid.

Section 5: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum

The members holding one-half (1 h) of the votes, which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. In the event a quorum is not met at any meeting, the Board may call a Special Meeting not less than 10 days nor more than 30 days later at which a majority of the members present at the original called meeting shall constitute a quorum for purposes of conducting business.

Section 7: Proxies

At any meeting of members, the Association must allow a member to vote in person or either by proxy or absentee ballot as the Board of Directors chooses. Ballots must be executed in writing by the member or by his duly authorized attorney-in-fact. Voting by proxy and absentee ballot shall be limited to items scheduled for vote on the meeting's agenda and to establish quorums to vote on each item. No proxy shall be valid after eleven months from the date of execution, unless otherwise provided in the proxy.

Section 8: Manner of Acting

To open a meeting for routine business a quorum of 50% of the membership shall be established by the sum of the members and proxies present unless a greater or lesser proportion is mandated by State law or these By-Laws. For adoption of items expressly scheduled for a membership vote by the meeting agenda, a majority of a quorum representing 50% of the membership is needed unless a greater or lesser proportion is mandated by State law or these By-Laws. This latter quorum is determined by the sum of the members present and their proxies or absentee ballots, one or the other, specific to each agenda item. The Board shall select proxies or absentee ballots as the method of choice at least 60 days in advance of the Membership meeting.

Section 9: Voting by Mail

Where Directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine but shall include either voting by absentee ballot or by proxy, one or the other.

ARTICLE IV. Board of Directors

Section 1: General Powers

The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Texas.

Section 2: Number. Tenure and Qualifications

The number of Directors shall be three (3). Each Director shall hold office from January 1st until December 31st and/or until his/her successor shall have been elected and qualified. Elections should be scheduled in late November or early December to allow transfer of information/duties to new Board.

Section 3: Regular Meetings

A regular Annual Meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place as, the Annual Meeting of members. The Board of Directors may provide by resolution the time and place within the State of Texas within 8 miles of the Madison Grove Subdivision as the place for holding any subsequent meeting of the Board by the authorized person (s) so long as the resolution contains the requirements of § 209.0051 of the Texas Property Code regarding "Open Board Meetings". The Board shall hold at least four "Open Air Meetings" per year.

Section 4: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within the State of Texas as the place for holding any special meeting of the Board called by the authorized person(s) so long as the resolution contains the requirements of § 209.0051 of the Texas Property Code regarding "Open Board Meetings".

Section 5: Notice

Owners shall be given notice of the date, hour, place and general subject of a regular or special board meeting, including a non-specific identification to be brought up for deliberation in executive session. The notice shall be:

1. Mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or
2. Provided at least seventy-two (72) hours before the start of the meeting.

(A) Posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:

(i) In a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or

(ii) On any Internet website maintained by the association or other Internet media; and

(B) Sending the notice by e-mail to each owner who has registered an e-mail address with the association.

Notice of any regular and/or special meeting of the Board of Directors shall be given at least three days previously thereto by written notice delivered personally or sent by regular U.S. mail, facsimile or e-mail to each Director at his or her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Vacancies

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for no longer than the unexpired term of his predecessor in office.

Section 9: Compensation

Directors as such shall not receive any stated salaries for their services but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

Section 10: Informal Action by Directors

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V. Officers

Section 1: Officers

The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed/ from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary by the same person.

Section 2: Election and Term of Office

The officers of the corporation shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter at a Special Meeting according to Article III, Section 1 of these By-Laws or as conveniently may be done. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal

Any officer elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by a majority of the Board of Directors for the unexpired portion of the term.

Section 5: President

The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The President, or at his absence the Vice-President, shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary or at least one other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of

the corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by a majority of the Board of Directors to include Rules and Regulations filed with Cameron County pertaining to the President's performance, adopted by the Board and filed with Cameron County.

Section 6: Vice President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President except as may be stipulated by Rules and Regulations adopted by a majority of the Board. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President, the Board of Directors and/or Rules and Regulations adopted by a majority of the Board and filed with Cameron County.

Section 7: Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties as from time to time may be assigned to him or her by the President, the Board of Directors, and/or Rules and Regulations adopted by the majority of the Board and filed with Cameron County.

Section 8: Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; file a management certificate in Cameron County setting forth all information as required by § 209.001 of the Texas Property Code be custodian of the corporate records; keep a register of the post office address and email address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President, the Board of Directors and/or Rules and Regulations adopted by a Board Majority and filed with Cameron County.

Section 9: Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries if in general will perform the duties as shall be assigned to them by the Treasurer or the Secretary or by the President, and/or a majority of the Board of Directors filed with Cameron County.

ARTICLE VI. Committees

Section 1: Committees of Directors

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees in accordance with Property Code 209 which, to the extent provided in said resolution and the Code, shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the

corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repeated by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

Section 2: Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and a majority of the Board of the corporation shall appoint the members thereof Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 3: Term of Office

Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and/or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof

Section 4: Chairman

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof

Section 5: Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules

Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII. Contracts, Checks, Deposits, and Funds

Section 1: Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, the President, or the Vice-President in the President's absence or approved by the majority of Directors in a Board meeting.

Section 3: Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4: Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII. Books and Records

In accordance with the Madison Grove Owners Association Document Retention Policy the corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. Approved minutes shall be emailed to all members. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time according to record release policy dictated by the Texas Property Code and the Association governing documents.

ARTICLE IX. Fiscal Year

The fiscal year of the Corporation shall be in on January 1 and end on December 31 in each year.

ARTICLE X. Waiver of Notice

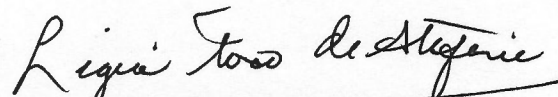
Whenever any notice is required to be given under the provisions of the Texas Property Code and/or Texas Business Organization Code and under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI. Amendments to By-Laws

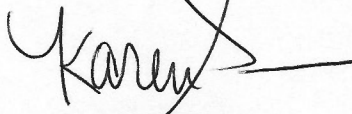
These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of a quorum of the the Directors at any Board meeting for which notice has been given to the membership pursuant to Tex. P. Code 209.0051.

ARTICLE XII. Adoption of By-Laws

The foregoing Amended By-Laws of this Corporation are hereby adopted by the undersigned, being all the Directors of such Corporation named in the Articles of Incorporation on May 1st, 2017.


LIGIA G. TORO DE STEFANI


BARBARA CREIGHTON


KAREN ESTERLY

APPROVED AND ADOPTED BY THIS BOARD ON THE 18 DAY OF May, 2017

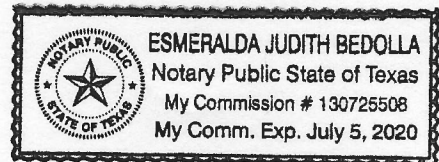
Ligia Toro de Stefani
Ligia G. Toro de Stefani, President

STATE OF TEXAS COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LIGIA G. TORO DE STEFANI, PRESIDENT OF THE MADISON GROVE OWNERS' ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, KNOWN TO BE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE HAD EXECUTED THE SAME AS THE ACT OF SAID CORPORATION FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

SIGNATURE *Esmeralda Judith Bedolla, 5/12/17*



PRINTED NAME Esmeralda Bedolla.

MY COMMISSION EXPIRES July 5, 2020.

Doc Bk Vol Pg
00019222 OR 22603 268

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 19, 2017 at 10:18A

Document Number: 00019222

By
Claudia Rodriguez
Sylvia Garza-Perez, County Clerk
Cameron County

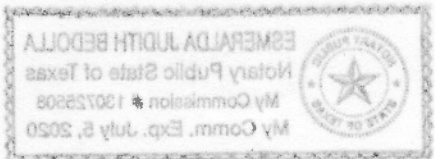
APPROVED AND ADOPTED BY THIS BOARD ON THE 18 DAY OF May 2017

Ligia G. Toro de Stefani
Ligia G. Toro de Stefani, President

STATE OF TEXAS COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LIGIA G. TORO DE STEFANI, PRESIDENT OF THE MADISON GROVE OWNERS' ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, KNOWN TO BE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE HAD EXECUTED THE SAME AS THE ACT OF SAID CORPORATION FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS



SIGNATURE *Esmeralda Judith Bedolla* 5/18/17

PRINTED NAME Esmeralda Bedolla

MY COMMISSION EXPIRES July 8, 2020

Doc 00019223 Bk OR Vol 22603 Pg 304

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 19, 2017 at 10:26A

Document Number: 00019223

By
Claudia Rodriguez
Sylvia Garza-Perez, County Clerk
Cameron County

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 19, 2017 at 10:18A
Document Number: 00019223
By
Claudia Rodriguez
Sylvia Garza-Perez, County Clerk
Cameron County

-----*

Official Receipt for Recording in:

Cameron County Clerk
P.O. Box 2178
Official Records Department
Brownsville, TX 78520

Issued To:

MADISON GROVE OWNERS ASSOCIATION
PO BOX 983
310-709-5204
BAYVIEW TX 78566

Recording Fees

| Filing Type | Number | Volm | Page | Time | Recording Amount |
|---------------|----------|-------|-------|-----------|------------------|
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168.00

Collected Amounts

| Payment Type | Amount |
|--------------|-----------------|
| Check | 1282 |
| | 168.00 |
| | ----- 168.00 |

Total Received : 168.00
Less Total Recordings: 168.00

Change Due : .00

Thank You
SYLVIA GARZA-PEREZ - County Clerk

By - Claudia Rodriguez

Receipt# Date Time
0819594 05/19/2017 10:26a

-----*

Official Receipt for Recording in:

Cameron County Clerk
P.O. Box 2178
Official Records Department
Brownsville, TX 78520

Issued To:

MADISON GROVE OWNERS ASSOCIATION
PO BOX 983
310-709-5204
BAYVIEW TX 78566

Recording Fees

| Filing Type | Number | Volm | Page | Time | Recording Amount |
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76.00

Collected Amounts

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|--------------|----------------|
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| | 76.00 |
| | ----- 76.00 |

Total Received : 76.00
Less Total Recordings: 76.00

Change Due : .00

Thank You
SYLVIA GARZA-PEREZ - County Clerk

By - Claudia Rodriguez

Receipt# Date Time
0819591 05/19/2017 10:18a