



**a. "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 and Bylaws.

**b. "The Properties"** shall mean and refer to the real property (including improvements) described in Article 1, 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.

**c. "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 and identified thereon as "Common Areas". Lot 1, and the improvements on Lot 1, is hereby not designated as a "common area" in Phase I or II of the subdivision(s), including the easement granted by Lot 6 of Phase I to access the Community Center from Madelyn Rose Boulevard. Those areas designated as common areas on the recorded map or plat of Phase I (e.g., two electric entry gates with one main entrance and one entrance that will service only the Community Center at the north end of the subdivision, the wall along Ted Hunt Boulevard and all private roads and sidewalks are classified as "common areas", including the fountain at the main entrance and the landscaping at the end of the Madelyn Rose Boulevard cul de sac.)

**d. "Limited Common Areas"** shall mean and refer to those areas shown on Exhibits attached to this Declaration or any Supplemental Declaration or on any recorded plat or its equivalent of The Properties or any portion thereof filed or approved by Declarant 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, security gate, and guardhouse, and architectural features as described and located on the plat.

**e. "Declarant"** shall mean and refer to BAYVIEW MADISON GROVE, LTD., a Texas limited partnership and 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 be assignable.

**f. "Developer"** shall mean and refer to BAYVIEW MADISON GROVE, LTD., a Texas limited partnership and 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 be assignable.

**g. "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-1" referred to in Section 1.02 of Article 1 or in a Supplemental Declaration provided for in Section 1.03 of this Article.

**h. "Lot or 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.

**i. "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.

**j. "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, a Living Unit may include, a detached or attached caretaker unit, guesthouse, pool house or other outbuilding, only upon approval of the Design Review Board.

**k. "Declaration"** shall mean this Amended Declaration of Covenants, Conditions, Restrictions, any attachments hereto, and other matters for MADISON GROVE SUBDIVISION.

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

**m. "Board" or "Board of Directors"** shall mean, refer to and be the same as the Board of Directors as set forth in the Articles of Incorporation or elected pursuant to the Articles and Bylaws of the Association.

**n. "Bylaws"** shall mean and refer to the Bylaws 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.

**o. "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.

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

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

**r. "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.

**s. "Outbuilding"** shall mean and refer to a guesthouse detached from the primary residence. Two story outbuildings may include garages at the ground level.

**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. All of The Properties and any rights, title or interest therein shall be owned, held, leased, transferred, sold, occupied and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, 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.

**1.04. 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 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. Owners use of the Community Center shall be regulated by the rules and regulations issued by the owner of Lot 1. The Association shall have no right to establish an assessment or assess any charges against the owner of Lot 1, including the easement granted by Lot 6 of Phase I to access the Community Center from Madelyn Rose Boulevard.

**1.05. Home Owner Association 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 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. 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;

(j) 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.

## **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.

EXECUTED by the said Declarant this \_\_\_ day of \_\_\_\_, 2007.

BAYVIEW MADISON GROVE, LTD.,  
a Texas Limited Partnership

By: MADISON GROVE DEVELOPMENT, INC.  
IT'S: GENERAL PARTNER

By: \_\_\_\_\_  
Barbara Creighton  
President

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS        )  
  )  
COUNTY OF CAMERON        )

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2007, by Barbara Creighton, President of MADISON GROVE DEVELOPMENT, INC., a Texas corporation.

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Notary Public, State of Texas