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Cameron County
Sylvia Garza-Perez
Cameron County Clerk

Instrument Number: 242

Real Property Recordings

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
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MADISON GROVE OWNERS ASSOCIATION LTD
PO BOX 983

BAYVIEW TX 78566



STATE OF TEXAS
Cameron County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Cameron County, Texas

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX

**MADISON GROVE SUBDIVISION - PHASE I
AMENDED AND RESTATED**

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 did Amend and Restate the Declaration, removing Lot 1 from the HOA, and this document was filed on May 19, 2017, Instrument Number:2017-00019223

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 Third 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 and Second Amended and Restated . Declaration of Covenants, Conditions and Restrictions, dated November 26, 2008 and May 19, 2017, respectively.

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 1

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 and filed with the Cameron County Clerk.

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 an unimproved lot owned by the Association as a Common Area.

m. "Outbuilding" shall mean and refer to a guesthouse 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" 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" 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" may become subject to this Declaration in the following manner:

(a) If the Declarant or any other person, firm or entity is the owner of any property within schedule "A", which it desires to add to the scheme of this declaration, may do so by filing of record a Supplemental Declaration that 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 are so added may be altered or modified by said Supplemental Declaration, and (2) PROVIDED FURTHER, that before property is added to the scheme of this Declaration by any person, firm or entity other than the Declarant, both the Declarant herein or its successors and assigns, along with 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" attached hereto and incorporated herein by references, 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; and
3. Supplemental Exhibit A-4 to identify "Limited Common Areas #1" within new Phase or to state that the new Phase does not have any "Limited Common Areas".

(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 or 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 2 USE RESTRICTIONS

2.01. Types of Buildings Permitted

(a) All Lots shall be used for residential purposes only with one single-family dwelling not to exceed two stories in height and an attached or detached private enclosed garage for at least two automobiles. Detached storage sheds, living units or garages, pool house or other outbuilding will maintain the architectural style of the house and be permanently placed in the backyards on concrete foundations. All construction has to be approved by Design Review Board.

(b) No mobile homes, work/transport trailers, motor homes, other recreational vehicles, boats or boat trailers may be placed or built on any lot unless as enclosed in a garage, or other approved outbuilding. Boats may be beached on a shoreline, moored at a dock or buoyed over the owners' private land in any water. Except as provided by paragraph 2.15.

2.02. Construction Material for Exterior Walls. The exterior walls of any residence built 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 fiber cement board, and subject to the prior approval of the Design Review Board.

2.03. Minimum Floor Area. 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 built 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, decks and terraces.

2.04. Setback. 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 a front lot line than forty feet (40'), and all front yards must be located in keeping with and within the confines of the above setbacks, and neighboring homes, facing Madelyn Rose, subject to Design Review Board approval. No building shall be located nearer to the rear lot line than fifteen feet (15') on non-resaca and non-lake lots and sixty feet (60) from mid-level water line on resaca or lake lots in accordance with the recorded plat notes: excepting, however, one pump house less than 4'x4'x4' in size, docks with open gazebos, and in ground pools or surrounds (no closer to the normal (mid-level) water line than 40'). For the purpose of this covenant, eaves, steps, and open porches and decks abutting the main foundation shall not be considered as part of the building; however, this shall not be construed to permit any portion of the building on any such lot to encroach upon another lot. Barriers are limited in back yards as stated in Sections 2.13 and 2.14.

2.05. Resubdivision/Combination. None of the lots of said subdivision shall be re-subdivided nor shall lots be combined without the approval of the Design Review Board, and a completed re-plat filed with Cameron County.

2.06. Easements. Easements for the installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the recorded plat or this instrument. 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.

2.07. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which becomes a danger, threat, annoyance, nuisance or offense to any neighbor as determined by the Board of Directors. Any complaints brought to the Association will be subject to the interpretation, ruling, and disposition by the Board of Directors.

2.08. Prohibited Residential Uses. No structure of a temporary character, including but not limited to, travel, work or transportation trailer, motor home, mobile home, tent, shack, garage, boat, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently. The Declarant, however, shall retain the right to erect temporary structures used as building offices during construction periods, which must be approved in writing by the Design Review Board.

2.09. Signs. 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 and political signs in accordance with the Texas Property Code or Local Ordinances. All signs shall be maintained readable and in good condition by the Lot owner at all times. Other persons and entities engaged in the construction and a sales period may erect signs approved by the Design Review Board. This Board has the right to remove any sign, advertisement, billboard or structure that does not comply with the above and in so doing shall not be subject to any liability or trespass in connection with such removal.

2.10. Oil Development Prohibited. 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.

2.11. Waste (Rubbish, Trash, Garbage, and Landscape Trimmings and Construction Materials). No Lot shall be used or maintained as a dumping ground or storage area for waste (rubbish, trash, garbage, construction materials or landscape cuttings) except to prepare compost. One 10' x 10' or less piece of ground enclosed by lattice located at least 10' from any backyard shared property line, subject to Design Review Board approval, and out of sight from Madelyn Rose Blvd. is permitted for use exclusively to develop compost. Two or less sanitary containers, clearly and indelibly marked with the Owner's street number, are to be placed in the street next to the curb at the owner's home during daylight hours on the day or days when trash, rubbish and garbage pickup is scheduled but otherwise kept out of sight from Madelyn Rose Blvd. All construction materials shall be kept under cover and out of sight from Madelyn Rose Blvd and surrounding neighbors unless active construction of a project is in progress.

Other than designated compost enclosures, rubbish, trash and garbage containers disposed of weekly by collection, and construction materials in active use, all remaining waste must be removed from the owner's property within 7 business days after receiving notice from the Association.

(a) Procedure for Cure by the Association. If after a 7 day notice by Certified mail from a Board to an Owner demanding removal of waste (trash, rubbish, garbage, landscaping trimmings, or construction materials) not in compliance with Association procedures has expired and it becomes necessary in the opinion of either the Board of Directors or the Design Review Board to remove any of the above waste, the Board is authorized to do so and or to impose fines or penalties.

Expenses incurred enforcing the above including but not limited to hauling, mowing/trimming, landfill fees, equipment fees, and/or labor shall be paid by the owner to the Association as an assessment against the lot in question. After expiration of a 30-day grace period from the mailing date of an invoice that has not been paid in full, the Board may also employ formal collections, have a lien plus payment of 10% interest filed, assess further penalties and/or require payment of attorney's fees by the owner. Each repeated violation thereafter within the same 6-month period may in addition incur additional fines up to \$100.00 assessed by a Board and payable to the Association.

There shall be no liability to the removing party to any owner for the value of or damage to and materials removed from the Lot.

(b) Procedure for Cure by Owner. Lot trimming (cuttings and clippings) from the subdivision or elsewhere, not intended to become compost, not placed in a back yard in other than one 10' x 10' or less lattice enclosed area or visible from Madelyn Rose Blvd. must be removed from the property within 7 days of receipt of notice from the Association. In addition, all waste (trash rubbish, garbage, and/or building materials) maintained on an owner's property but not in compliance with these CCR'S or any filed Association documents or any Design Review Board decisions must too be removed within 7 business days.

The closest Madison Grove dumping option for landscape cuttings and clippings is found at the far end of the dirt road running south 100 yards from the barricade at the termination of Creighton Lane. This is the Developer's private property and anyone dumping trash, garbage, paper products, building materials, stone, brick, plastics or any material other than lot landscape cuttings and clippings shall be banned by the Developer at her discretion from further use of this area.  The Developer also reserves the right to deny access giving 3 months' notice.

All trimmings must be taken to the most southern point of this dump area before being unloaded. During wet weather when rising water precludes dumping in this area, trimmings must be taken to a landfill outside the subdivision. All other products requiring disposal must be removed from the subdivision to an alternate dump site.

Excess trash, garbage, paper and plastic products, or other building supplies other than those disposed by the weekly curbside removal of two containers by the Association, may be taken to the contracted dumpster on the designated day.

(c) Procedure for Use of Construction Materials, Equipment, and Tools. Once approved by the Design Review Board and permitted by the Town of Bayview, if required, building projects by the owner are expected to be completed in a timely fashion, as specified by the Design Review Board if necessary, and in compliance with the ordinances of the Town of Bayview. Construction (and landscaping) materials, equipment and tools may be in sight during the active building phase of any project but must be stored out of sight from Madelyn Rose Blvd. and surrounding neighbors while anticipating construction, during periods of inaction or delay, and after completion of any project.

(d) Homeowner Trash Collection, Lot Owner Mowing Service, and Common Areas maintenance. The Board of Directors shall hire or contract an individual(s) or contractor(s) to: (1) collect each homeowner's trash, rubbish and garbage limited to two standard containers once per week at the curb, (2) mow each unimproved lot owner's property according to Madison Grove Owners' Association published standards up to twenty-six (26) times yearly, and (3) maintain all Common Areas.

A single equal annual fee to fund home owner trash collection and unimproved lot mowing shall be assessed to each property owner by the Board of Directors, included in the Associations yearly budget, and included as a portion of each owner's annual Association dues. Homeowner's may carry their own trash or lot owners mow and trim their own lots in accordance with published Association standards but neither shall be exempt from the annual Association dues and the Association standards.

The Owner's Association shall not be required to remove trash from any lot owner's property nor to mow and trim homeowners properties other than those properties deemed by the Board of Directors or the Design Review Board as not meeting Association standards or owners or contractors having exceeded their grace period to cure after notice by Certified mail.

(e) Adherence and Enforcement. The Board of Directors shall address and seek to meet any demands from any property owner to satisfy any violation of these CC&Rs or the failure to fulfill any governing document requirements by any other private property owner or as a result of the Board's own negligence regarding any unattended Madison Grove Common Area property within sixty (60) days of the mailing date of a complaint sent by Certified Mail.

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 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 or under its owner's strict command. when taking the pet outside the fenced area of their lot.

2.13. Barriers (Fences, Walls, Railings, Hedges, Other Structures and Utility Meters)

All barrier placement must be approved by the Design Review Board with consideration of "harmony" of construction and landscaping in the community. All barriers shall be permitted by and engineered as required by Town Code, and maintained in good condition. Deteriorated barriers shall be renovated or replaced if so deemed by the Design Review Board. All perimeter fences shall i) meet Town of Bayview standards, and ii) be located no nearer than twelve (12) inches from the property line (unless agreed to by adjacent owners). Chain-link fences are not permitted. No barrier shall exceed three feet in height from the street to the front edge of the homes foundation, on all homes facing Madelyn Rose.

(a) Fences.

Excepting Subdivision entry walls, solid barriers (fences, walls, hedges, or utility meters except water meters) shall be approved by the Design Review Board.

Fences with exposed posts are to face the builder's property with finished sides facing the neighbor unless other configurations are agreeable in writing by both neighbors and the Design Review Board. Privacy fences are to be composed of either PVC, fiberglass, vinyl or high end hard wood or redwood fences (approved prior to placement by the Design Review Board as to type of wood, design, construction, finish, and color) and rising no higher than six (6) feet in height above the ground, deck, balcony or other surface. On resaca properties, privacy fences may have a maximum of 4' (four feet) beginning at the mid-level water line, may be increased to 6' (six feet) at a point sixty (60) feet from the mid-level water line, but extend only to a point opposite the home's front foundation.

Non-privacy or security fences must be of metal pickets or of same materials as for privacy fences and rising no higher than six (6) feet in height along the whole perimeter.

(b) Walls. Walls are limited to six (6) feet in elevation above the ground and may be made of rock, cement, cement block, and stucco and must be finished in harmony with the main residence and in accordance with Design Review Board standards. On water front lots, walls like fences must be graduated down to 4 feet in height sixty feet from the mid-level water line to the line itself..

(c) Railings and decorative fences. Protective railings of any common construction material up to 4 ft in height with pickets no less than three (3) inches apart and not greater than two (2) inches wide surrounding decks, docks, porches, and balconies are permitted. Decorative picket fences in front yards will be allowed at (3) three feet.

(d) Hedges. Beginning at the mid-level water line, hedges shall be limited to 4' (four feet) in height until 60' (sixty feet) from the mid-level waterline where the height may increase up to 6' (six feet) in height up to a point opposite the front foundation of the home

(e) Other Barriers. Alternative barriers or structures may be constructed of substitutionary materials from those listed above.

(f) All previous and present placements of fences, walls, and/or hedges along any shared property lines in the subdivision back or side yards shall not be altered in any manner unless approved by both owners sharing that property line and by the Design Review Board approval.

2.14. Requirements for Initial and Subsequent Lot Improvements. Prior to any new construction or landscaping on an unimproved lot, the owner shall submit a detailed plan requiring Design Review Board approval for both (1) a site plan produced by an architect showing the placement and specifications adhering to Association CC&R mandates for the main residence on the property and (2) an illustration of the landscaping scheme intended for the front yard which shall include grass, at least four (4) trees of at least 2 inches in diameter as well as bushes, shrubs, ground cover, flower beds, and/or other vegetation to be planted along the foundations front border and, in addition, elsewhere. All architectural and landscaping drawings must be submitted to and approved by the Design Review Board prior to any permits sought or building or landscaping begun. Residence construction shall be completed within twelve (12) months of ground breaking and all landscaping proposed within eighteen (18) months. Placement of other subsequent improvements (e.g. other structures, buildings, fences, pools, decks, docks, gazebos, patios, etc.) to the property shall be in compliance with the Associations filed documents, the Town of Bayview ordinances, and shall be approved in advance of placement by the Design Review Board.

2.15. Trucks, Buses, Recreational Vehicles and Trailers. No trucks (except pickup trucks) buses, boats, travel or work/transport trailers, recreational vehicles or inoperable vehicles of any kind shall be left on a driveway, in the street, or on a property in sight of the street for greater than forty-eight (48) hours except for construction and repair equipment while a residence is being built, renovated or other short term event or other improvements to the property are being made. However, any of the above may be kept

at length in a garage or storage shed or area approved by the Design Review Board and within the restrictions of these CCR's.

2.16. Clotheslines and Propane Tanks

(a) Clotheslines are permitted in the backyards of any homeowner property but may not be visible from Madelyn Rose Blvd.

(b) Propane tanks to supply in home devices like furnaces, heaters, stoves, etc. (vs. those used in barbecues, etc. which are self-contained in a unit) shall comply with Town of Bayview ordinances and be placed out of sight of Madelyn Rose Blvd by using one of several options: (1) burial in the soil, (2) surrounding the tank with shrubbery, hedges like oleander, or lattice. All above ground propane tanks must be placed on concrete slab.

2.17 Parking. Parking for vehicles of owners shall be restricted to garages or driveways with temporary street parking being available for guests and commercial vehicles not belonging to the owner.

2.18. Prohibited Activities. No professional business, or commercial activity conducted as a primary means to make money to which the general public is invited shall be conducted on any lot, excluding a homeowners personal garage sale.

2.19. Exterior Barriers. 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. Agents and employees shall have an access easement to enter upon the Lots for the sole purpose of maintaining, altering, and/or replacing equipment, conduit, wiring, pumps, pipes, etc. contained on the lots upon the same is located..

2.20. Construction Time Maximum. Construction of a residence must be completed within one (1) year after the date such construction is begun. Construction time for other projects shall be based on the project and be at the discretion of the Design Review Board. Violations may be addressed by the Board with penalties.

2.21. Roofs, Mailbox and Residences. Roofs shall be constructed of twenty-five (25) year asphalt dimensional shingles (or better), treated to inhibit growth of algae or roofed with tile or slate (more amenable to keeping roofs clean and free of mold, algae, and dirt). All roofs shall be kept clean of all algae, mold and dirt and in good repair. Mailboxes should be placed in brick, rock or stucco structures. Maintaining the exterior of the house and roof appearance and repair is a responsibility of the owner who is expected to keep all standards set forth by governing documents and decisions by the Design Review Board.

ARTICLE THREE

DESIGN REVIEW BOARD

3.01. Structure. The Board of Directors of Madison Grove Owners Association is entitled to appoint a Design Review Board. The Design Review Board shall thereafter consist of not less than three (3) subdivision 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. Members of the Board of Directors can participate in the Design Review Board meetings.

3.02. Duties. The Design Review Board is primarily tasked, authorized and required to interpret, implement and enforce all design review board related mandates as stipulated in CCR's, file HOA and design board policies, codes, and decisions adopted by the design board's majority.. The Design Review Board has twelve (12) months from the date of the violation to take appropriate enforcement action.

3.03. Application Policies. Projects that require the approval of the Design Review Board are:

- i) New homes. Home placement and construction with corresponding hardscaping and landscaping. Full plans should be submitted for approval as stated in section 2.14.
- ii) Existing homes. Approval should be requested for painting with new color and addition of: fences, walls, railings, paths, home structural additions/garage/storage shed, deck, dock, patio, balcony; pool or other structures. Planting of hedges or tight rows of plants higher than 4 ft used as a blockade or screen requires an approved Design Board Review application, and an agreement by both owners if sharing a common property line and be in conformance with all other restrictions in these CCR's,.
- iii) Exemptions for existing homes. An application is not required for: painting with same color; planting/removal of shrubs, trees (maintaining a minimum of 4 trees at the front yard), lawns, flowers (including free standing pots) or ground cover; compost in backyards; placement/removal of temporary improvements such as furniture, playscapes, barbecues, fire pits up to six (6) feet in diameter.

3.04. Approval Process: Owners shall submit an application provided by the Design Review Board. The completed document must be submitted by the applicant for review and given approval by the Design Review Board majority in advance of modifying any property. The application shall include the plans and specifications showing the nature kind, shape, height, materials, location, placement, etc. of the same. The application should be in accordance to CCR's and/or adopted policies and in full compliance with all Town of Bayview permitting and ordinances.

The expectation is that the Design Review Board will review and approve/disapprove applications within 10 days of receiving. Within 30 days of receiving a completed application, the design board shall review and notify the property owner in writing of its decision to approve, or disapprove the project. The Board's disapproval response shall provide specific comments on any concerns raised by a majority of the design review

board, which must be answered by the applicant for further evaluation.

3.05. Approval by default. If the Design Review Board fails to respond after 30 days of receiving a completed application in full, the application should be considered as approved

3.06. Immunity. As of the filing of this document, all previously erected buildings, barriers or other structures within the confines of the Subdivision and under the oversight of the Association shall be immune to any required changes pertaining to those established buildings, barriers or structures that are mandated under this amended CC&R document. However, all present placements of fences, walls and/or hedges along shared property lines the back or side yards of the subdivision shall not be altered in any manner unless approved by both parties sharing that line and the Design Review Board.

3.07. Design Code. 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, specifications, and procedures including but not limited to application, review, maintenance and enforcement procedures as may be amended from time to time.

ARTICLE FOUR ASSOCIATION

4.01. Creation. There is an owner's association known as the Madison Grove Owners Association, Inc., a Texas non- profit corporation hereinafter called the "Association". Each owner of a lot 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.

4.02. Transfer of Membership. 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.

4.03. Management of the Association. The Association is incorporated as nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Texas Property Code, Texas Non-profit and Business Organization Codes, the Association's Articles of Incorporation, these CC&Rs, the Association By-laws, and other filed Rules and Regulations designed and developed to interpret, implement and enforce this Declaration.

4.04. Membership Voting, Elections and Meetings. Each assessed lot shall have one vote and there shall be at least one Annual Membership meeting and four (4) Board

meetings each year. At Annual meetings, the Owners shall vote on any matters the Board chooses to place before the membership, discuss matters of Association business that the Board or any Owner wishes to bring before the entire membership, and thereafter, elect a Board consisting of three Directors.

4.05. Duties and Powers of Board. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations, to interpret and implement this Declaration, and the Association Bylaws;
- (b) To enforce this Declaration, the By-laws, 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 committees, 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 create policy on Payment Plans, to defray expenses attributable to the Association's duties to be levied against the Owners. The amount of the regular assessment shall be predicated on historical, predictable, planned, potentially emergent expenses and inflationary expenses and shall include the costs expected for a minimum of the following:

- (1) Attorney expenses, liens, fees, and county filing fees;
- (2) Insurance Expense (General Liability and Director and Officer Liability to include a rider for personal injury liability for all Board Member and Committee Members.
- (3) Accountant, Tax/filing, and Bookkeeping fees;
- (4) Maintenance of Common Areas:
 - a. Fence cleaning and repair
 - b. Security Gates (entry and exit)
 - c. Trimming/trees and bushes of entrance, exit, and easements along the wall of Madelyn Rose Blvd, and the Circle. Care of potted plants
 - d. Mowing/Trimming (common area and unimproved Jots), new landscaping;
 - e. Hauling debris and landscape cuttings
 - f. Street cleaning and maintenance; mud, off scouring and debris removal; Sealing cracks
 - g. Coal tar seal coating
 - h. Care (weeding, trimming, feeding, watering, re-planting) the Nature Trail
 - i. Homeowner Trash Collection/ an unimproved Lot Mowing/Trimming.

- j. Electrical (Madison Grove sign, entrance lights, flag lights, Welcome Home lights, gate operation);
- k. Flag & flagpole maintenance; care of benches
- l. Madison Grove sign maintenance
- m. Supplies (Weed killer, printer ink, printer paper, envelopes, USPS fees, stamps, bank checks, bank fees, etc.); and,
- n. Maintenance of the pond (water levels and mosquito prevention)

(g) Assessments. All lots shall be subject to association assessments from the time of their sale. Assessments will be invoiced and e-mailed to the last known address of the owner, and are due and payable January 1st of each year at a discounted fee decided by the Board. After 30 days, HOA dues will be at regular price, and shall be paid in full by February 1st or the homeowner shall enter a Formal Homeowner Association Payment Plan with 10% annual interest. In the absence of a Formal HOA Payment Plan the Association shall then have an option of a lien, choose any method of collection and/or assess further late charges at will. Any owner who does not timely pay an assessment shall be liable to the Association for any attorney's fees and expenses incurred by the Association to collect the amounts due and/or to foreclose its lien. Each unpaid assessment shall routinely bear interest at a rate of ten percent (10%) per annum beginning thirty (30) days after the same is due until paid, unless enrolled under a Formal HOA Payment Plan;

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

(i) Liens. To file liens against lot owners because of nonpayment of assessment 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. The Association in accordance with the remedies provided in Chapter 209 of the Texas Property Code and the HOA's Payment Plan Guidelines, Policy and Application of payment schedule may collect delinquent monies owed by the owner;

(k) Complaints. To receive complaints regarding violations of this Declaration, the By- laws, or the rules and regulations;

(l) Hearings. To hold hearings to determine whether and/or how to assign discipline to owners who violate this Declaration, the By-laws, or the rules and regulations;

(m) Meeting Notification. To give notice to all Owners of all board of directors, annual and special meetings of the membership and all discipline hearings according to Texas Property Code Guidelines;

(n) Board and Membership Meetings. To hold regular meetings of the board at least quarterly and membership annually. Notice of all such meetings shall be in compliance with the Texas Property Code regarding "Open Air Board Meetings";

(o) Management. 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 the perimeter walls on the East Boundary; the security gate; the landscape easements along the security

wall proximate to the main entrance/exit ways, the island bisected by the security gate at the entrance to Madelyn Rose Blvd., Barbara's Native Nature Trail, and the island at the far end of Madelyn Rose Blvd., the private entrance ways to the subdivision streets and sidewalks; and any other "common" or "limited common" element as shown on plat or described by these CC&Rs;

(p) Taxes and Assessments. To pay taxes and assessments that are or could become a lien on the common area;

(q) Maintain Liability Insurance. The Community Association shall obtain a comprehensive policy of public liability insurance insuring the Community Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Community Association Properties or streets and roads within the Community Association Area, and legal liability arising out of lawsuits related to Community Association and noncompliance with Texas State Law;

(r) Maintain Directors' and Officers' Personal Liability Insurance. Appropriate officers' and trustees' personal liability insurance shall be obtained by the Community Association to protect the officers, trustees and all other committee members from personal liability and including defamation, in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Community Association;

(s) Other Insurance. The Community Association may obtain insurance against such other risks, of a similar or dissimilar nature such as indemnifying the Board of Directors or providing them personal injury protection, as it shall deem appropriate with respect to the Association's responsibilities and duties;

(t) Penalties - To assess penalties for the violation of the terms of the Declaration. Said penalties shall be levied as an assessment against the Owner and lot: and

(v) Payment Plan. To offer either with or within 30 days after sending the annual HOA dues invoice, or at the pleasure of the Board, a Formal Association Payment Plan for all dues and delinquencies to any Owner who has not paid the Association in full.

4.06. Annual Dues Assessment

(a) General. Through the Board the Association shall determine, establish and collect an annual dues assessment from each deeded lot owner. The annual dues assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of the property at the time the assessment became due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien on the property.

(b) Calculation of Assessments. The annual assessment shall be predicated on historical expenses, an audit of previous years' Association expenses, collection rates, planned improvements, contingency funds, debt and inflation. Article 4:05 of this document contains a general but less than an exhaustive list of items to be considered

to create an annual Madison Grove Association 's Budget to determine annual dues.

ARTICLE FIVE GENERAL PROVISIONS

5.01. Enforcement. The Association' or any owner shall have the right to enforce by any proceeding at law or inequity, all covenants, conditions and restrictions and filed rules and regulations now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Severability. Invalidation of any one of these covenants or restrictions by statute, law, judgment or court shall not affect any other provisions, and all other provisions shall remain in full force and effect.

5.03. Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit and be 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. The CC& R's shall be effective for a term of fifteen years from the recordation of the CC&Rs. After the initial fifteen (15) year term, these covenants, conditions, restrictions, and any amendments hereto shall automatically be extended for successive periods often (10) years unless amended or terminated by the Owners. The covenants conditions, and restrictions of this Declaration may be amended or terminated by the affirmative vote of 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, which is required, shall have been obtained.

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

EXECUTED by said Declarant this 18th day of December, 2019.

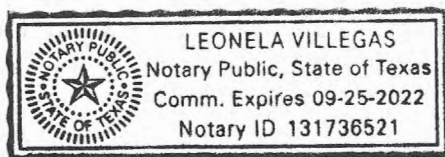
Madison Grove Owner's Association Ltd.

By: Ligia Toro de Stefani
Ligia G. Toro de Stefani
President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF CAMERON)

This document was acknowledged before me on this. 18 day of Dec 2019, by Ligia G. Toro de Stefani, the President of MADISON GROVE OWNERS ASSOCIATION, a non-profit Texas corporation, on behalf of said corporation.



[Signature]

Notary Public in and for the State of Texas

Notary's name printed:

Leonela Villegas

My Commission expires: 09-25-2022

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 – PHASE I
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

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

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

LINE	BEARING	DISTANCE
1	S 42°48'00" W	54.57'
2	S 87°48'00" W	80.00'
3	S 70°45'00" W	54.17'
4	S 27°45'00" E	54.57'
5	N 17°31'00" E	71.31'
6	S 75°13'00" E	54.17'
7	N 42°48'00" E	28.57'
8	S 27°45'00" E	28.57'

CURVE	Δ	RADIUS	LENGTH	INCHES
C1	158.00°	184.85'	54.53'	77.35"
C2	283.00°	170.00'	207.13'	108.17"
C3	85.22°	20.00'	22.87'	13.83"

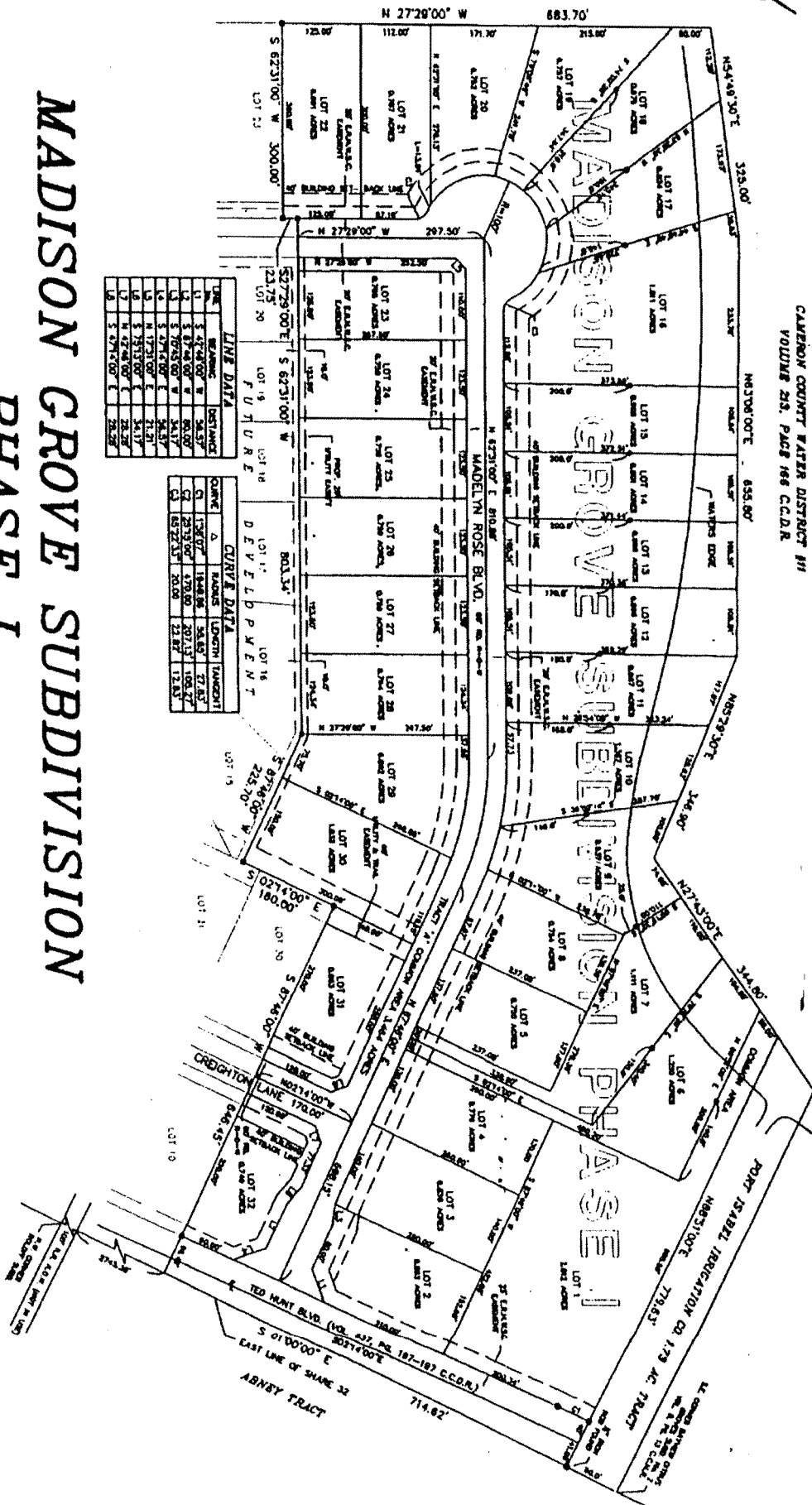


EXHIBIT "A-3"



REPLAT

[illegible]

BEARING, SOUTH 16 DEGREE 28 MINUTE
OF 115.77 TO POINT OF BEGINNING OR
MORE OR LESS.

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



Gwyn Shea

Gwyn Shea
Secretary of State

PHONE(512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

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9477
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202

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.

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

EXHIBIT "B-2"

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"

Exhibit "C"

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.\ 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

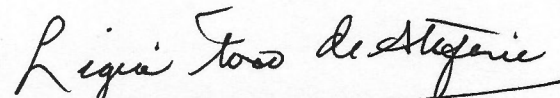
Whenever any notice is required to be given under the provisions of the Texas Property Code and/or Texas Business Organization Code and under the provisions of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such 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

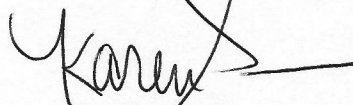
These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of a quorum of the the Directors at any Board meeting for which notice has been given to the membership pursuant to Tex. P. Code 209.0051.

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

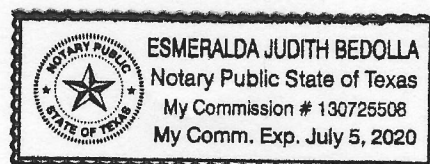
Ligia Toro de Stefani
Ligia G. Toro de Stefani, President

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 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

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	Vol	Page	Time	Recording Amount
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Real Property	00019222	22603	00257	10:18:27a	76.00
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76.00

Collected Amounts

Payment Type	Amount
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Check	1261	76.00
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76.00

Total Received :	76.00
Less Total Recordings:	76.00

Balance Due :	0.00
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Thank You

SYLVIA GARZA-PEREZ - County Clerk

By Claudia Rodriguez

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

FILED FOR RECORD
AT 4 O'CLOCK P.M.

JAN 03 2020

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK
By [Signature] Deputy

2020-242



Sylvia Garza-Perez

Cameron County Clerk
835 East Levee Street, 3rd Floor
Brownsville, TX 78520

Main: (956) 544-0815 **Fax:** (956) 547-7080

Receipt: 20200103000177

Date: 01/03/2020

Time: 04:23PM

By: Angela L

Station: cclerk18_07

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Real Property Recordings	RS1	242	40	\$188.00	

Order Total (1) \$188.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	Check	1380	3017095204	\$188.00

Total Payments (1) \$188.00

Change Due \$0.00

MADISON GROVE OWNERS ASSOCIATION LTD
PO BOX 983
BAYVIEW, TX 78566

For more information about the County Clerk's office and to search property
records online, please visit
http://www.co.cameron.tx.us/administration/county_clerk/index.php