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Cameron County  
Sylvia Garza-Perez  
Cameron County Clerk

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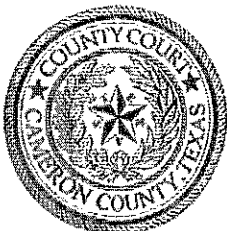
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Sylvia Garza-Perez  
Cameron County Clerk  
Cameron County, TX



**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
MADEIRA  
(RESIDENTIAL PROPERTY)**

After Recording Return To:

Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

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**TABLE OF CONTENTS**

<b>ARTICLE I.</b>	<b>DEFINITION OF TERMS.....</b>	<b>2</b>
<b>ARTICLE II.</b>	<b>PURPOSE AND INTENT.....</b>	<b>6</b>
<b>ARTICLE III.</b>	<b>PROPERTY SUBJECT TO RESTRICTIONS.....</b>	<b>7</b>
A.	PROPERTY INITIALLY ENCUMBERED .....	7
B.	ANNEXATION OF ADDITIONAL PROPERTY .....	7
C.	DEANNEXATION OF PROPERTY.....	7
<b>ARTICLE IV.</b>	<b>ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS .....</b>	<b>7</b>
A.	ELIGIBILITY.....	7
B.	MEMBERSHIP .....	7
C.	VOTING RIGHTS .....	8
D.	VOTING PROCEDURES .....	9
E.	RIGHT TO APPOINT AND ELECT BOARD OF DIRECTORS.....	9
<b>ARTICLE V.</b>	<b>EFFECTIVE DATE OF DECLARATION .....</b>	<b>10</b>
<b>ARTICLE VI.</b>	<b>USE RESTRICTIONS .....</b>	<b>10</b>
A.	SINGLE FAMILY RESIDENTIAL USE PERMITTED; LEASING .....	10
B.	NON-PERMITTED USES.....	12
C.	ANIMALS AND PETS .....	13
D.	ANTENNAS .....	13
E.	BASKETBALL GOALS AND BACKBOARDS .....	14
F.	DRILLING .....	14
G.	EXTERIOR SEASONAL DECORATIONS .....	14
H.	FLAGS AND FLAGPOLES .....	14
I.	GENERAL NUISANCES .....	15
J.	GENERATORS .....	16
K.	MONUMENTS AND FENCES.....	16
L.	OUTBUILDINGS.....	19
M.	OUTSIDE STORAGE AND TRASH COLLECTION .....	19
N.	PARKING .....	19
O.	PLAY STRUCTURES.....	21
P.	SCREENING.....	21
Q.	SIGNS .....	22
R.	SWIMMING POOLS AND SPAS .....	24
S.	TREE REMOVAL .....	24
T.	WINDOW AIR CONDITIONING UNITS .....	24
U.	WIND TURBINES.....	24
V.	WINDOW TREATMENTS.....	25
<b>ARTICLE VII.</b>	<b>COMMON AREA AND AREA OF COMMON AUTHORITY .....</b>	<b>25</b>
<b>ARTICLE VIII.</b>	<b>SERVICE AREAS .....</b>	<b>27</b>
A.	DESIGNATION OF SERVICE AREAS.....	27
B.	SERVICE AREA EXPENSES .....	28
C.	FRONT YARD MAINTENANCE SERVICE AREA .....	28
<b>ARTICLE IX.</b>	<b>NOTICES AND EASEMENTS .....</b>	<b>30</b>
A.	EASEMENTS FOR GREEN BELT, POND MAINTENANCE, FLOOD WATER, AND OTHER LANDSCAPE RESERVE AREAS .....	30
B.	EASEMENTS TO SERVE ADDITIONAL PROPERTY.....	31
C.	RIGHTS CONCERNING EASEMENTS AND RIGHTS OF WAY .....	31
D.	CONDITIONS.....	33

E.	RECLAIMED WATER .....	36
F.	ENTRY GATES .....	37
<b>ARTICLE X. DEED RESTRICTION ENFORCEMENT .....</b>		<b>37</b>
A.	AUTHORITY TO PROMULGATE RULES, POLICIES, AND GUIDELINES .....	37
B.	ATTORNEY'S FEES AND FINES .....	37
C.	REMEDIES .....	37
D.	ENFORCEMENT BY OWNERS .....	38
E.	SELF HELP .....	38
<b>ARTICLE XI. ARCHITECTURAL RESTRICTIONS .....</b>		<b>39</b>
A.	ARCHITECTURAL REVIEW COMMITTEE - "ARC" .....	39
B.	ARC APPROVAL REQUIRED; GUIDELINES .....	40
C.	CONSTRUCTION TIME CONSTRAINTS; RIGHT OF REPURCHASE .....	42
D.	BUILDING SETBACKS .....	44
E.	LANDSCAPING .....	45
F.	GRADING AND DRAINAGE .....	45
G.	TEMPORARY STRUCTURES .....	45
H.	GARAGES .....	45
I.	SQUARE FOOTAGE REQUIREMENTS .....	46
<b>ARTICLE XII. MAINTENANCE .....</b>		<b>46</b>
A.	GENERAL MAINTENANCE .....	46
B.	LANDSCAPING .....	46
C.	DWELLING AND IMPROVEMENT EXTERIORS .....	47
D.	OTHER HAZARDS .....	47
E.	LIABILITY, COST AND APPROVAL .....	47
F.	CASUALTY LOSSES .....	47
<b>ARTICLE XIII. VARIANCES .....</b>		<b>48</b>
<b>ARTICLE XIV. LIMITATION OF LIABILITY .....</b>		<b>48</b>
<b>ARTICLE XV. ASSESSMENTS .....</b>		<b>49</b>
A.	CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS .....	49
B.	ANNUAL ASSESSMENTS .....	50
1.	<i>Purpose</i> .....	50
2.	<i>Creation</i> .....	50
3.	<i>Rate</i> .....	51
4.	<i>Commencement, Proration, and Due Dates</i> .....	51
5.	<i>Declarant's Obligation regarding Annual Assessments</i> .....	51
6.	<i>Levying of the Annual Assessment</i> .....	52
C.	SPECIAL ASSESSMENT .....	52
D.	SERVICE AREA ASSESSMENT .....	53
E.	CAPITALIZATION FEE .....	53
F.	COLLECTION AND REMEDIES FOR ASSESSMENTS .....	54
G.	SUBORDINATION OF THE LIEN TO PURCHASE MONEY MORTGAGES .....	56
H.	NOTICE OF DELINQUENCY .....	56
<b>ARTICLE XVI. COMMUNITY COMMITTEE .....</b>		<b>56</b>
A.	NUMBER OF COMMUNITY COMMITTEE MEMBERS .....	56
B.	COMPOSITION OF COMMUNITY COMMITTEE .....	56
C.	OPERATION OF COMMUNITY COMMITTEE .....	57
D.	MEETINGS OF THE COMMUNITY COMMITTEE .....	57
E.	AUTHORITY OF COMMUNITY COMMITTEE .....	57
F.	APPOINTMENT, REMOVAL, RESIGNATIONS .....	57

G.	PURPOSES.....	58
H.	OBLIGATION TO PAY COMMUNITY FEE .....	59
1.	<i>Authority</i> .....	59
2.	<i>Levying of the Community Fee</i> .....	59
3.	<i>Exempt Transfers</i> .....	60
I.	GENERAL PROVISIONS .....	60
J.	BUSINESS JUDGMENT RULE .....	60
K.	INDEMNITY.....	61
L.	AMENDMENT.....	61
<b>ARTICLE XVII. MODIFICATION AND TERMINATION OF COVENANTS.....</b>		<b>61</b>
A.	AMENDMENT BY DECLARANT.....	61
B.	AMENDMENT BY OWNERS.....	62
C.	AMENDMENT BY THE BOARD.....	63
<b>ARTICLE XVIII. ALTERNATE DISPUTE RESOLUTION.....</b>		<b>63</b>
A.	DISPUTE RESOLUTION .....	63
B.	OUTSIDE MEDIATOR .....	64
C.	MEDIATION IS NOT A WAIVER .....	64
D.	ASSESSMENT COLLECTION AND LIEN FORECLOSURE.....	64
E.	TERM .....	64
<b>ARTICLE XIX. GENERAL PROVISIONS.....</b>		<b>64</b>
A.	SEVERABILITY.....	64
B.	COMPLIANCE WITH LAWS .....	64
C.	GENDER AND NUMBER.....	65
D.	INTERPRETATION.....	65
E.	HEADLINES .....	65
F.	GOVERNING LAW.....	65
G.	FINES FOR VIOLATIONS .....	65
H.	BOOKS AND RECORDS .....	65
I.	NOTICES .....	65
J.	MERGERS .....	66
K.	CURRENT ADDRESS AND OCCUPANTS.....	66
L.	SECURITY.....	66
M.	VIEW IMPAIRMENT.....	67
N.	VIDEO, DATA AND COMMUNICATION SERVICE AGREEMENTS .....	67
O.	OCCUPANTS BOUND.....	67
P.	TRANSFER OF TITLE AND RESALE CERTIFICATE.....	68
Q.	TRADEMARK .....	68
R.	NUMBER OF LOTS SUBJECT TO DECLARATION .....	69
S.	WATER MANAGEMENT .....	69
T.	MASTER PLAN.....	69

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR MADEIRA (RESIDENTIAL PROPERTY)**

STATE OF TEXAS                   §  
  §  
COUNTY OF CAMERON         §

This Declaration of Covenants, Conditions, and Restrictions for Madeira (Residential Property) is made by Madeira Development LLC, a Texas series limited liability company (“*Declarant*”).

**RECITALS:**

Declarant is the owner of certain real property situated in Cameron County, Texas, which property is more particularly described by metes and bounds on Exhibit A, attached to and made a part of this Declaration for all purposes by this reference (the “*Anchor Tract*”).

The Anchor Tract, together with any additional land as same may be annexed into the Property and made subject to this Declaration, are referred to as the “*Property*” or “*Madeira*”.

Declarant desires to develop the Property as a single family, residential use subdivision and to provide and adopt a general plan of development including Assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property, as applicable.

Declarant has deemed it desirable, for the efficient administration of the amenities in the Property and the enforcement of the Dedicatory Instruments, to create an Association to which has been or will be delegated and assigned the authority to administer and enforce these Assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the Assessments.

There has been or will be incorporated one or more nonprofit corporations created under the laws of the State of Texas, including the first being the Madeira Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. The directors of the Association either have or will establish certain Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions of the Association and any other duties as set out in the Bylaws or in other Dedicatory Instruments.

**DECLARATION:**

The Property will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, Assessments, restrictions, easements, charges, and liens set forth in the Dedicatory Instruments, including, but not limited to, this Declaration. The Property is subject to the jurisdiction of the Association, and will be developed, improved, sold, used, and enjoyed in accordance with, and subject to the following plan of development, including the applicable Assessments, conditions, covenants, easements, reservations, and restrictions set forth in this Declaration, all of which are adopted for, and placed upon the Property and are covenants running

with the land and are binding on all parties, now and at any time having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments. If any conflict exists between any portion of the Declaration and any Dedicatory Instrument, the more restrictive provision will control. Notwithstanding the foregoing, in the event of a conflict between a Dedicatory Instrument and any amendment thereto, the amendment will control.

## ARTICLE I. DEFINITION OF TERMS

The following words, when used in this Declaration, have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. “**ARC**” means the Architectural Review Committee established for the Property as set forth in this Declaration.
- B. “**Area of Common Authority**” means all the properties and facilities for which the Association (i) has enforcement authority, (ii) may have responsibility under the Dedicatory Instruments, or (iii) otherwise elects to maintain or contribute to the cost of maintenance, repair, or replacement for the benefit of its Members regardless of who owns such properties and facilities. The Area of Common Authority includes all the Common Area and may, by way of illustration and not limitation, also include Lots or portions of Lots and property dedicated to the public, such as rights of way. Portions of Lots affected by easements held by the Association as set forth in this Declaration are considered Area of Common Authority.
- C. “**Assessments**” means the assessments levied against all Lots pursuant to this Declaration, a Supplemental Amendment, or another Dedicatory Instrument, for the purposes set out in the applicable Dedicatory Instrument, or any other charge authorized by this Declaration or other Dedicatory Instrument.
- D. “**Association**” means one or more nonprofit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being Madeira Residential Association, Inc. Declarant is authorized to incorporate one or more entities to provide the functions of the Association. No more than one such nonprofit corporation will be in existence at any one time; provided, however, the formation of one or more sub-associations is permitted, subject to the terms set forth in this Declaration. The Association is a Texas nonprofit corporation that has jurisdiction over all properties located within Madeira, as same may be amended from time to time as additional property is annexed into Madeira as allowed under this Declaration. For purposes of clarity, when “Association” is used in this Declaration, that term includes the authority, rights, remedies, and obligations of the nonprofit corporation, and the authority of the Board, as defined in this Declaration, to carry out the authority, rights, remedies, and obligations of the Association.
- E. “**Board**” means the Board of Directors of the Association as provided in the Bylaws.

- F. **"Builder"** means an individual or entity that purchases a single or multiple Lots from Declarant or its affiliates for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. "Builder" does not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or reconstructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- G. **"Bylaws"** means the Bylaws of the Association, as they may be amended from time to time.
- H. **"Common Area"** means all real property owned in fee or held in easement, lease, or license by the Association and all improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and enjoyment of the Owners. Portions of Lots affected by easements held by the Association as set forth in this Declaration are not considered Common Area.
- I. **"Community Wide Standard"** means the standard of development, improvements, use, conduct, architecture, landscaping, maintenance, or aesthetic matters generally prevailing throughout the Property. Such standards may but are not required to be set out in the Dedicatory Instruments and Board resolutions. The Community Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or ARC. Such standards may be specifically determined and modified by the Board, with the approval of Declarant during the Development Period. The Community Wide Standard may evolve as development progresses and as Madeira matures.
- J. **"Declarant"** means Madeira Development LLC, a Texas series limited liability company, its successors and assigns as same is required to be evidenced by a written instrument recorded in the Official Public Records of Cameron County, Texas.
- K. **"Declaration"** means this Declaration of Covenants, Conditions, and Restrictions for Madeira (Residential Property), which encumbers the Property, and any other property brought under the control of this Declaration, any Supplemental Amendment, any Annexation Agreement, and any amendments thereto.
- L. **"Dedicatory Instrument"** means each governing instrument covering the establishment, maintenance, and operation of the Property. The term includes this Declaration, any Annexation Agreement or Supplemental Amendment to the Declaration, any instrument (including the Guidelines) subjecting the Property to covenants, conditions, restrictions, or Assessments, any Certificate of Formation, Bylaws, or other instruments governing the administration or operation of the Association, all properly adopted policies, rules, and regulations of the Association, and any lawful amendments or modifications to the Dedicatory Instruments.
- M. **"Deed Restriction Violation"** means any damage that an Owner or Occupant has caused to the Common Area or a condition on a Lot or an improvement located upon a Lot that does not comply with the terms and conditions of the Dedicatory Instruments covering the appearance, establishment, maintenance, and operation of the Property. Failure to pay all



amounts due and owing on a Lot, failure to construct improvements or modifications on a Lot in accordance with plans approved by the ARC, and failure to comply with any terms and conditions of a Dedicatory Instrument, will also be considered Deed Restriction Violations.

- N. ***“Development Period”*** means the period of time during which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the right to direct the size, shape, and composition of the Property, which retained rights specifically include the right of Declarant to appoint and remove all members of the ARC, as set forth in this Declaration, and which rights are vested in Declarant until the earlier of (i) such time as Declarant no longer owns any portion of the Property, or (ii) such time as Declarant assigns or relinquishes all of its retained rights created in this Declaration or in any other Dedicatory Instrument. During the Development Period, Declarant has the exclusive right to disapprove any action, policy, or program of the Association, the Board, or any committee which, in the sole judgement of Declarant, would tend to impair the rights of Declarant or interfere with the development, construction, or marketing of any portion of the Property, or diminish the level of services being provided by the Association. In the event the Development Period terminates pursuant to the above provisions and thereafter Declarant becomes record owner of any portion of the Property, the Development Period will be restored until it again terminates as specified above.
- O. ***“Dwelling”*** means a main residential structure constructed on a Lot or Homesite intended for single family residential use.
- P. ***“Grantee”*** means a person or entity acquiring title to a Lot within the Property
- Q. ***“Guidelines”*** means general, architectural, or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to the exterior harmony of any improvements placed upon or constructed on any Lot or construction types and aesthetics. There is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Board.
- R. ***“Hardscape”*** means and includes items such as rocks, landscape timbers, railroad ties, fountains, statuary, sculptures, terracing materials, lawn swings, and yard art.
- S. ***“Homesite”*** means one or more Lots upon which a single family Dwelling may be erected subject to this Declaration.
- T. ***“Lienholder”*** means that certain entity that (i) has executed the Lienholder Consent and Subordination attached to this Declaration, which Lienholder Consent and Subordination is incorporated in this Declaration for all purposes, and (ii) is the sole beneficiary of an improvement lien (as set forth in this Declaration) and other liens, assignments, and security interests encumbering all or a portion of the Property owned by Declarant.
- U. ***“Limited Common Area”*** means (i) portions of the Common Area which by plat, or otherwise, are restricted to the exclusive use or primary benefit of less than all Homesites within the Property, and (ii) those portions of the Common Area that are considered part

of a Service Area. Limited Common Area may include, among other things, entry features, private streets, recreational facilities, lakes, landscaped medians, and cul-de-sacs.

- V. **“Lot”** means a parcel of Property defined as one Lot by the applicable plat or any replat thereof recorded in the Official Public Records of Cameron County, Texas, encumbered by this Declaration, and restricted to single family residential use. Due to local platting requirements, Reserve Areas may be labeled on the applicable plat as a “lot”, but in no event are such Reserve Areas considered a “Lot” as defined in this Declaration, and such parcels have no vote and no obligation to pay Assessments. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of Membership in the Association. No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot may be transferred or conveyed. Notwithstanding anything contained in this Declaration to the contrary, this definition does not include any Lot for so long as it is being used by Declarant as a model home Lot, a sales information center, or for any other purpose.
- W. **“Member”** or **“Membership”** means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.
- X. **“Member in Good Standing”** means Declarant, as well as a Member (a) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs, or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent in payments made pursuant to a payment plan for Assessments, (c) who has not caused damage to the Common Area, (d) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice to the Owner of the Owner’s right to request a hearing to be held by the Association, or beyond, and which remains unresolved as of the date of determination of the Member’s standing, (e) who has not failed to pay any fine levied against the Member or the Member’s Lot pursuant to the Dedicatory Instruments, (f) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment; and (g) who is in compliance with all state and federal mandated requirements for directors, if the Member is elected by the Class A Members to serve on the Board, including, but not limited to, the requirements of the Corporate Transparency Act, as set forth in the Bylaws. If one Occupant of a particular Dwelling does not qualify as a Member in Good Standing, then no Occupant of such Dwelling will be considered a Member in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to any Lot owned by the Owner.
- Y. **“Occupant”** means an Owner, resident, tenant, lessee, guest, or invitee of any Lot or Dwelling within the Property for any period of time.
- Z. **“Outbuilding”** means a structure such as (by way of example and not limitation) a storage building, shed, greenhouse, gazebo, or shade trellis.

- AA. **“Owner”** means the owner of record of any portion of the Property. Special purpose districts (by way of example and not limitation, special purpose districts owning one or more Reserve Areas within the Property) and persons or entities holding title only as a lienholder are not considered Owners for purposes of this Declaration.
- BB. **“Property”** or **“Madeira”** means the Madeira subdivision located in Cameron County, Texas. As of the date of this Declaration, the Property consists of the Anchor Tract, as more particularly described on **Exhibit A**. The Property may be supplemented as additional land is annexed into the Property by the recording of an Annexation Agreement or Supplemental Amendment.
- CC. **“Public View”** means a condition, structure, item, or improvement located on a Lot that is openly visible from or by an individual standing at ground level of (i) at least one neighboring Lot (such neighboring Lot need not be adjoining the Lot with any such condition, structure, item, or improvement), (ii) a Common Area, or (iii) a street.
- DD. **“Reserve Area”, “Reserve”, or “Restricted Reserve”** means those areas existing throughout Madeira that may be used for public or private use, by way of illustration and not limitation, landscape, open space, drill site, recreation, drainage, detention, or utility purposes. Although the Reserve Areas may be labeled as “lots” on the applicable plat, for purposes of the Dedicatory Instruments governing Madeira, the Reserve Areas are not considered “Lots” as defined in this Declaration. Further, such Reserve Areas may constitute Common Area, Limited Common Area, or Area of Common Authority.
- EE. **“Service Area”** means a designated area in which the Lots share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Lots within the Property.
- FF. **“Supplemental Amendment”** or **“Annexation Agreement”** means an amendment or supplement to this Declaration that subjects additional property to this Declaration or imposes, expressly or by reference, additional or different restrictions, Assessments, or obligations on the land described therein. The term also refers to the instrument recorded by Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.

## ARTICLE II. PURPOSE AND INTENT

The Property, as initially planned, is intended to be a single family, residential development that is planned to feature residential uses. While residential in nature, the Property exists within what will be a larger development project which currently is planned to include mixed uses, such as, by way of illustration and not limitation, commercial uses, places of worship, schools, and multifamily uses. This Declaration serves as the means by which design, maintenance, and use of the residential Property, and additional property made a part of the Madeira residential development, will be established.

### ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

#### A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of Madeira consists of the Anchor Tract, as more particularly described on Exhibit A. Owners of the Property are Members of the Association and have executed this Declaration.

#### B. Annexation of Additional Property

Without the joinder of any other Owners or Members, Declarant reserves the exclusive right for 25 years following the recording of this Declaration to annex any additional property into the Property. Such annexation will be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed or the specific restrictions relating to such property, if different. Any Supplemental Amendment or Annexation Agreement may contain Assessments, covenants, conditions, restrictions, and easements which apply only to the real property annexed or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character or intended use of such real property.

The right of Declarant to annex land under this Section will automatically pass to the Association upon the expiration of the 25 year term granted above.

#### C. Deannexation of Property

During the Development Period, Declarant, without the joinder of any other Owners or Members, may deannex from Madeira any property owned by Declarant. During the Development Period, property not owned by Declarant may be deannexed with the prior written consent of Declarant and the Owner thereof.

### ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS, AND BOARD OF DIRECTORS

#### A. Eligibility

Eligibility to vote or serve as a director or officer of the Board after the expiration of the term(s) of the Declarant-appointed directors is predicated upon a person being a Member of the Association. Nothing contained in this Declaration creates a fiduciary duty owed by the Board to the Members of the Association.

#### B. Membership

Declarant and every record Owner will be a Member of the Association, excluding therefrom special purpose districts (by way of example and not limitation, special purpose districts owning one or more Reserve Areas within the Property) and persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against property), unless the holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity. Each Owner has only one Membership in the Association. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration relieves Members or their successors or assigns of such duties or obligations. Mandatory membership begins with the execution of this Declaration and passes with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of a Member. Members in Good Standing have the right to the use and enjoyment of the Common Area in the Property. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Property.

The creation of one or more sub-associations may take place as the Property is developed over time. Members of any such sub-association will also be Members of the Association. During the Development Period, the merger of a sub-association with another association, the creation or termination of a sub-association, and the amendment to a sub-association's certificate of formation must have the approval of Declarant. After the expiration of the Development Period, the merger of a sub-association with another association, the creation or termination of a sub-association, and the amendment to a sub-association's certificate of formation must have the approval of the Association.

C. Voting Rights

The Association will initially have 2 classes of Members, being Class A Members and the Class B Member, as follows:

1. Class A Membership

Class A Members will be all Members with the exception of the Class B Member, if any. Each Class A Member's voting rights are based on the number of Lots owned by such Class A Member and are determined as follows:

One vote is granted to Class A Members for each Lot owned. Notwithstanding anything contained in this Declaration to the contrary, in the event 2 Lots are combined to create 1 Homesite and the Homesite is replatted into 1 Lot, the Owner of the Homesite will have 1 vote for each Lot in existence prior to such replat.

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue), but in no event may there be more than 1 Class A vote cast per Lot.

2. Class B Membership

The Class B Member is Declarant. Declarant is entitled to 3 times the total number of votes allocated to Class A Members. Declarant's Class B Membership will terminate upon the earliest to occur of the following:

- a. When Declarant no longer owns any real property within the Madeira development; or
- b. Such time as Declarant, in its sole discretion, so determines; provided, however, that Declarant may assign its rights, in whole or in part, permanent or temporary, at any time.

3. Membership Conferral

Declarant has the continuing right, at any time prior to the termination of Declarant's Class B Membership, without the joinder or consent of any other Owner, entity, lender, or other person, to create one or more Membership class in addition to Class A Membership and Class B Membership ("***Additional Membership Class***"), and to confer Additional Membership Class status in the Association on any Owner (with such Owner's consent), solely with respect to voting rights or Assessments (the "***Conferral***"). Provided, however, any such Conferral of Additional Membership Class status need not be uniform as to all members of the Additional Membership Class. Declarant will evidence such Conferral by filing in the Official Public Records of Cameron County, Texas, an instrument specifying the name and address of the party upon which Additional Membership Class status has been conferred, setting forth a legal description for all of the real property to which such Conferral applies, and setting forth the terms of such Conferral. Unless otherwise set forth in the Conferral, the Additional Membership Class status so conferred by Declarant will terminate and such Owner will become a Class A Member of the Association, upon the earliest to occur of the following:

- a. Termination of Declarant's Class B status in the Association, as provided in this Declaration;
- b. A material violation by the member of the Additional Membership Class of any terms and conditions of the Conferral, which violation has not been cured after the member has received notice of such violation and has failed to cure such violation; or
- c. Expiration of the term of the Conferral, if any, provided in the Conferral.

D. Voting Procedures

Members will exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint and Elect Board of Directors

Declarant retains the authority to appoint all members of the Board until on or before the 120<sup>th</sup> day after the date that 75% of the Lots that may be created and made subject to the Declaration are conveyed to Owners other than Declarant or to a Builder in the business of constructing homes who purchased the Lots from Declarant for the purpose of selling completed

homes built on the Lots, at which time 1/3 of the Board members (who must be Members in Good Standing of the Association) must be elected by the Owners other than Declarant, as set forth in the Bylaws.

After such date, Declarant will retain the authority to appoint the remaining 2/3 of the members of the Board until (1) the termination of the Development Period, or (2) Declarant releases its status as a Class B Member and its authority to appoint members of the Board as evidenced by an instrument recorded in the Official Public Records of Cameron County, Texas, whichever occurs first. Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board, with such assignment evidenced by an instrument recorded in the Official Public Records of Cameron, Texas.

Upon termination of Declarant's authority to appoint 2/3 of the members of the Board, any remaining members of any Additional Membership Class will be converted to Class A Members and elections will be held to elect the members of the Board (who must be Members in Good Standing of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in Declarant owning property in Madeira, only Declarant's Class B Membership will be restored (no other previously designated Additional Membership Class will be restored), until it again terminates as specified above. Notwithstanding anything contained in this Declaration to the contrary, Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

#### **ARTICLE V. EFFECTIVE DATE OF DECLARATION**

This Declaration will be effective as of the date it is recorded in the Official Public Records of Cameron County, Texas.

#### **ARTICLE VI. USE RESTRICTIONS**

Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article apply only to Homesites unless other portions of the Property are specifically included in these provisions.

##### **A. Single Family Residential Use Permitted; Leasing**

Homesites within the Property may only be used for single family residential use. The term "single family residential use", as used in this Declaration, refers not only to the architectural design of the Dwelling, but also to the permitted number of inhabitants, which is limited to a single family, as set forth below. Furthermore, "single family residential use" means the use of and improvement to a Homesite with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term "single family residential use" specifically prohibits, without limitation, the use of a Homesite for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment, or for any multi-family use, vacation rental by Owner, boarding house, "Airbnb" or similar short term rental use, bed and breakfast, any business or activity requiring a Federal Firearms License or for any business, professional, or other commercial activity. In no case may a Homesite contain more than

one Dwelling. No building, improvement, Outbuilding, or portion thereof may be constructed for income property or such that Occupants would occupy less than the entire Homesite.

No Dwelling may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.**

Additional approved residents are:

- a) children of either or both residents;
- b) no more than a total of 2 parents of the residents;
- c) 1 unrelated person; and
- d) 1 household employee.

Leasing a Homesite for single family residential use will not be considered a prohibited "business" use as set forth in Section B, below, provided that the Owner and any other Owner(s) with whom such Owner is affiliated do not collectively lease or offer for lease more than one Homesite within the Property at any time. For purposes of this provision and by way of illustration and not limitation, "affiliated" means Owners who are (i) reflected on the deed for the Homesite, (ii) reflected on a deed of trust related to the Homesite, (iii) related by blood or marriage within the second degree of relationship, (iv) shareholders, partners, or members of an entity that owns a Homesite, or (v) associated with each other for other business purposes. The Board has the sole and absolute discretion to determine who is affiliated with an Owner. This provision does not preclude the Association or an institutional lender from leasing one or more Homesites upon taking title following foreclosure of its security interest in the Homesites or upon acceptance of a deed in lieu of foreclosure.

The Occupants of a leased Dwelling must lease the entire land and improvements comprising the Homesite. No fraction or portion of any Homesite may be leased or rented or offered for lease or rent. "Leasing", for purposes of this Declaration, is defined as occupancy of a Dwelling and the Homesite on which the Dwelling is located for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. Provided, however, "leasing", for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", "Airbnb", "Vacasa", party venue rentals, bed and breakfasts, or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Homesite will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Homesite may be leased for a term of less than 6 full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Homesite; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this Declaration and will not be considered a conflict with this Declaration. Single family



residential use does not include a lease to tenants temporarily (less than 6 months) or a lease in which the tenants do not intend to make the Homesite their primary residence. An Owner who leases his or her Homesite assigns to the lessee for the period of the lease all the Owner's rights to use the Common Areas and amenities located thereon.

The provisions in this section regarding leasing do not prohibit Declarant or its designees from developing a portion of the Property for build-to-rent purposes and Declarant is expressly authorized to develop the Property as it deems appropriate.

It is not the intent of this provision to exclude from a Homesite any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot, or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Occupants of the Property; and (d) the business activity is consistent with the residential character and use of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) are referred to singularly or collectively as an "**Incidental Business Use**". At no time may an Incidental Business Use cause increased parking or traffic within the Property. Any increased parking or traffic within the Property as a result of an Incidental Business Use will be deemed to be a Deed Restriction Violation. By way of illustration and not limitation, a day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, barber shop, spa service, "VRBO", boarding house, "Airbnb", "Vacasa", backyard rental, swimming pool rental, "Swimply", party venue rental, pet boarding service, bed and breakfast, or any business or activity requiring a Federal Firearms License are expressly prohibited and are not considered to be an Incidental Business Use.

The terms "business" and "trade", as used in this provision, are construed to have their ordinary, generally accepted meanings and include any occupation, work, or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to persons other than the Occupant's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. This Section does not apply to any activity conducted by Declarant, or by a Builder with the approval of Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, moving sales, and yard sales (or any similar vending of merchandise) conducted on any Homesite separate from an Association-directed community wide garage sale will be considered business activity

and are therefore prohibited. Owners are advised that gated entries, if any, may be set to their open positions during any such community wide garage sale at the discretion of the Board. The Association may, but is not required to, adopt rules and regulations regarding such community wide garage sales. Notwithstanding anything contained in this Declaration to the contrary, estate sales are expressly prohibited.

2. No livestock, domestic or wild animals, or plants or crops may be raised on any Homesite, Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants, or produce for anything of value to the seller will constitute a sale of merchandise and is therefore prohibited under this provision.

C. Animals and Pets

No animals (including swine, poultry, and livestock) may be raised, bred, or kept on any portion of the Property, except that dogs, cats, and other common household pets, not to exceed a total of 2 pets, may be permitted on a Homesite or in a Dwelling. The foregoing limitation on number of pets does not apply to constantly caged small pets, such as hamsters, small birds, fish, or other similar common household pets kept inside the Dwelling, nor does it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are 3 months old. No animals or pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted to roam freely outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats must at all times be confined on a leash or in a carrier which must be held or controlled by a responsible person. Provided, however, in the event an enclosed dog park is developed within the Property, dogs are permitted to roam freely within the confines of the dog park.

This provision is not intended to exclude from the Property any animal that is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

D. Antennas

No exterior antenna, aerial, satellite dish, or other apparatus for the reception of television, radio, satellite, or other signals of any kind may be placed, erected, or maintained on a Lot if visible from Public View, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal may be received. The Board may require painting or screening of the receiving device if painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes which are larger than 1 meter in diameter; (ii) broadcast antenna masts which exceed the height of the center ridge of the roofline; and (iii) MMDS antenna masts which exceed the height of 12 feet above the center ridge of the roofline. No exterior antenna, aerial, satellite dish, or other apparatus which transmits television, radio, satellite, or other signals of any kind is permitted on a Lot. This section is intended to comply with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time, and FCC regulations promulgated under the Act. This section

must be interpreted to be as restrictive as possible while not violating the Act or FCC regulations. The Board may promulgate Guidelines which further define, restrict, or address the placement and screening of receiving devices and masts, provided such Guidelines comply with the Act and applicable FCC regulations.

Declarant and the Association have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net, or backboard may be kept, placed, or mounted upon any Lot or kept, placed, attached, or mounted to any fence or Dwelling without prior written approval by the ARC. Basketball goals and backboards are subject to Guidelines as to type, location, and hours of use. Basketball goals and backboards must at all times be maintained and kept in good condition. If any basketball goal, net, or backboard is placed within the Property in violation of this Declaration, the Association (or its agents) is authorized to exercise its Self Help remedy as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

F. Drilling

No drilling or related operations of any kind are permitted upon, under, on, or in any Lot. No wells, above or below ground tanks, tunnels, mineral excavations, or shafts are permitted upon or in any Lot, including water wells for potable or non-potable uses. Provided, however, Declarant, the Association, or the special purpose district (or other entity owning such land) has the right to drill water wells for non-potable uses upon the Common Area and Area of Common Authority (with any such landowner's approval) for purposes including irrigation of recreational fields, parks, and other open areas.

G. Exterior Seasonal Decorations

The Board may promulgate rules regarding the display of exterior seasonal decorations, including lights, banners, flags, and wreaths. Such rules may address the appearance and length of time of such display. Any display of exterior seasonal decorations must be maintained and kept in good condition at all times. If any exterior seasonal decoration is placed or remains within the Property in violation of this Declaration or the Dedicatory Instruments, the Association (or its agents) is authorized to exercise its Self Help remedy as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Property are subject to Guidelines, rules, and policies. It is not intended for this Section to violate any local, state, or federal law. This Section must be interpreted to be as restrictive as possible while not violating any laws of the State of Texas or the United States of America.

## I. General Nuisances

No portion of the Property may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners or Occupants of surrounding Homesites and users of the Common Areas.

No noxious, illegal, or offensive activity may take place or exist upon any portion of the Property, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property may be kept within the Property. Outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage, or household refuse is prohibited within the Property. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, may be installed or operated on the Property, unless required by federal, state, or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

Each Owner has the obligation to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun, and completed within 12 hours.

Notwithstanding anything contained in this Declaration to the contrary, the Association has the right, but not the obligation, to enter upon any Common Area, Area of Common Authority, or street right of way to remove signs not authorized by the Board in advance, and to regulate (including the prohibition of) street vending and similar non-approved activities that are not in compliance with Texas law.

No portion of the Property may be used, in whole or in part, in a way that creates a nuisance within the Property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they may include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Generators

The size, number, placement, and other characteristics of standby electric generators within the Property are subject to any applicable Guidelines, rules, or policies adopted by the Board.

K. Monuments and Fences

Declarant and the Association, including their respective designees, are granted an easement to place, maintain, and repair a monument or marker within the Property.

Fencing requirements for Lots within the Property are set forth in the Guidelines or other Dedicatory Instrument and fencing is subject to prior written approval by the ARC. Unless otherwise set forth in this Declaration or in another Dedicatory Instrument, Owners are responsible for the ongoing maintenance, repair, and replacement of all fences in existence at the time of their purchase of the Lot. Replacement fences must be of a similar material and design as originally constructed unless otherwise approved in writing by the ARC prior to construction of the replacement fence. The maintenance of any portion of a fence which lies between Lots ("**Shared Fencing**") is the joint responsibility of the Lot Owners on whose property the fence lies between. Owners are advised that, while Shared Fencing is typically installed directly on the shared Lot line, there may be minimal deviations in the location of the Shared Fencing that cause some or all of the Shared Fencing to be located within the platted boundaries of only one Lot. Regardless of these possible deviations, the Shared Fencing will remain the joint responsibility of the Lot Owners on whose Lots the Shared Fencing lies between. In the event an Owner fails to repair, replace, or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and has the right, but not the obligation, through its agents, contractors, or employees to enter such Lot for the repair or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repair or replacement is the responsibility of the Owner(s) having such obligation to maintain or will be split evenly between adjoining Lot Owners if Shared Fencing is involved, and such expense is secured by the continuing lien on the Lot.

Owners are advised that there may be "**Community Fences**" located upon land adjacent to Lots, including within various Reserve Areas throughout the Property. In addition, Owners are advised that certain fences located upon land adjacent to Lots, including Reserve Areas, throughout the Property may be designated as "**Potential Community Fences**". On all Lots on which a Potential Community Fence has been installed, Declarant retains the right, but not the obligation, to convert to and designate the Potential Community Fence as a Community Fence by a "**Designation of Community Fences**", which Designation of Community Fences must be delivered to the Owner of the Lot on which the Potential Community Fence has been constructed and recorded in the Official Public Records of Cameron County, Texas. Upon the recordation of a Designation of Community Fences, the Potential Community Fences subject to the Designation of Community Fences will be converted to Community Fences and all of the rights and obligations contained in this Declaration regarding Community Fences will apply to such Community Fences.

Community Fences and Potential Community Fences may serve as side or rear fencing to various Lots that are adjacent to such Community Fences or Potential Community Fences, as applicable (“*Adjacent Lots*”); provided, however, in some instances, a Community Fence or Potential Community Fence may be located within the platted boundary of a particular Lot. Community Fences and Potential Community Fences may be designated by Declarant in this Declaration, a Supplemental Amendment, or another Dedicatory Instrument, including a Designation of Community Fences. Community Fences will not be owned by Adjacent Lot Owners and may be owned by the Association or another entity; provided, however, that any Potential Community Fences that were converted into Community Fences by the recordation of a Designation of Community Fences will not be owned by the Association or another entity and will continue to be owned by the applicable Adjacent Lot Owner. In instances where a Reserve Area containing a Community Fence is owned by an entity other than the Association, the Community Fence located therein may be maintained by such entity or the Association. In instances where a Reserve Area containing a Community Fence is owned by the Association, the Community Fence located therein will be owned and maintained by the Association, with such maintenance to be at the Board’s sole discretion. There is no requirement that a Community Fence be replaced with the materials as originally constructed, and the replacement Community Fence materials will be determined at the discretion of the ARC.

Where applicable, Adjacent Lot Owners may abut (but not mechanically attach) their fencing to the adjacent Community Fence. Portions of the Reserve Areas located within the fenced area of an Adjacent Lot (the “*Community Fence Reserve Area*”), if any, are made available by the Association or an entity owning such Reserve Area for the benefit and use of the Adjacent Lot Owners, but such Adjacent Lot Owners are not vested with title to the Community Fence Reserve Area. Adjacent Lot Owners are not permitted to place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the ARC. Adjacent Lot Owners have the right to use their respective Community Fence Reserve Area subject to the following:

- Adjacent Lot Owners may not attach anything, temporarily or permanently, to the Community Fence, including any fencing abutting the Community Fence.
- Adjacent Lot Owners must maintain any landscaping located in the Community Fence Reserve Area, including trimming, and spraying for insects.
- Adjacent Lot Owners may not alter the drainage pattern that has been established for the Community Fence or Community Fence Reserve Area.
- Adjacent Lot Owners may not place or construct, either temporarily or permanently, any structures or improvements within the Community Fence Reserve Area unless the Adjacent Lot Owners have first obtained approval in writing from the Association.
- Adjacent Lot Owners must maintain the Community Fence Reserve Area in a clean and neat condition and in compliance with the Dedicatory Instruments of the Property at all times.

The Owners of Adjacent Lots, whether such Adjacent Lots are located adjacent to Community Fences or Potential Community Fences, and Declarant grant an easement to the Association, its designees, and to the Community Fence owner, as applicable, over and across each Adjacent Lot to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence, including Community Fences so designated in a Designation of Community Fences, and inspection of the Community Fence Reserve Area. Declarant reserves unto itself and its designees an easement over and across each Adjacent Lot, whether such Adjacent Lot is located adjacent to Community Fences or Potential Community Fences, to the extent necessary for the construction, maintenance, reconstruction, and inspection of the Community Fence, including Community Fences so designated in a Designation of Community Fences, and inspection of the Community Fence Reserve Area. Declarant, the Association, or the Community Fence owner, as applicable, must give the Adjacent Lot Owners at least 24 hours written notice prior to exercising its right of entry as set out in this Declaration. Notwithstanding anything contained in this Declaration to the contrary, written notice of Declarant's, the Association's, or the Community Fence owner's (as applicable) intent to enter upon the Adjacent Lot is not required in the event of an emergency. Adjacent Lot Owners agree to hold harmless Declarant and the Association, including their respective directors and officers, and release them from any liability for the placement, construction, design, repair, maintenance, and replacement of Community Fences, including Community Fences so designated in a Designation of Community Fences, and Community Fence Reserve Areas, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to Declarant and the Association for any incidental noise, lighting, odors, parking, and traffic which may occur due to the existence, installation, maintenance, repair, or replacement of Community Fences, including Community Fences so designated in a Designation of Community Fences, and Community Fence Reserve Areas.

Unless and until a Designation of Community Fences has been recorded in the Official Public Records of Cameron County, Texas, the Association will not be obligated to maintain any Potential Community Fences located within the Property. The maintenance of all Potential Community Fences is the responsibility of the Owner of the Adjacent Lot on which the Potential Community Fences has been installed. In addition, the Association's maintenance obligation of the Community Fences extends only to normal wear and tear of such Community Fencing. Any damage caused to a Community Fence by an Owner or Occupant that is beyond normal wear and tear will be repaired by the Association or the Community Fence owner, as applicable, at the Lot Owner's expense. The Board has the sole discretion to determine what constitutes normal wear and tear. In exercising its obligations set forth in this Declaration, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of its obligations set forth in this Declaration, nor in any way is the Association or the ARC, or their agents, liable for any accounting or other claim for such action. Further, in exercising its obligations set forth in this Declaration, the Association is not liable for any loss or damage to landscaping (soft or Hardscape) that encroaches upon a Community Fence or any existing materials that are affixed to the Community Fence in violation of this provision, including any Owner fencing that is connected to a Community Fence and any Owner's decorations or other personal items.

L. Outbuildings

Outbuildings may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time addressing factors including the appearance, type, size, quality, and location of Outbuildings on a Lot.

M. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature may be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery, or materials are being used temporarily (not more than 1 week) and are incident to repair or construction of the Dwelling or Homesite. Equipment, machinery, and materials must be stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies must be disposed of immediately off of the Homesite or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Trash must be contained in trashcans to protect from animals or spillage and trashcans must be removed from Public View the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot.

Notwithstanding the foregoing, the outside storage of equipment, machinery, materials, and trash receptacles on a Lot that is associated with the construction of a Dwelling by a Builder is permitted during the time of construction of the Dwelling.

N. Parking

Parking restrictions specific to certain sections of the Property that are serviced by private streets may be set forth in the applicable Supplemental Amendments for such sections or in another Dedicatory Instrument. The following provisions apply to all Lots located within the Property that are serviced by public streets:

1. Permitted Vehicles:

*“Permitted Vehicles”* may include passenger automobiles, passenger vans, pick-up trucks (each of the foregoing having no more than 2 axles) and motorcycles that: (i) are in operating condition; (ii) are qualified by current vehicle registration and inspection stickers; and (iii) are in regular use as motor vehicles on the streets and highways of the State of Texas. The Board has the sole discretion to determine whether a particular vehicle is a Permitted Vehicle.

Permitted Vehicles may be parked on the driveway of a Lot or inside a garage or enclosure approved by the ARC. Any vehicle that does not satisfy the foregoing requirements must be completely concealed from Public View inside a garage or enclosure approved by the ARC, with the exception of temporary parking of Commercial Vehicles and Recreational Vehicles.



2. Commercial Vehicles:

*“Commercial Vehicles”* may include vehicles and any associated machinery, trailers, and equipment that are used in a business enterprise and may be identified as being affiliated with a business (for example, by way of signage on the vehicle, design of the vehicle, or equipment on the vehicle). For illustrative purposes only, Commercial Vehicles may include cars, vans, or pick-up trucks with commercial signage on the vehicle, tow trucks, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors, or tractor trailers. The Board has the sole discretion to determine whether a particular vehicle, associated machinery, or any signage related thereto is a Commercial Vehicle.

Commercial Vehicles may be temporarily parked on the driveway of a Lot for the purposes of construction, repair, or maintenance related to a Dwelling or Lot, or for delivery services, but only for the time necessary for such purpose, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board.

The parking of any other Commercial Vehicle on a Lot will be permitted only if such Commercial Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

3. Recreational Vehicles:

*“Recreational Vehicles”* may include trailers, side-by-sides, all-terrain vehicles, utility terrain vehicles, motor homes, campers, habitable motor vehicles of any kind, golf carts, four-wheelers, mini-bikes, go-carts, buses, dirt motorcycles, neighborhood electric vehicles, jet skis, boats and boat trailers, and like equipment exceeding 15 feet in length. The Board has the sole discretion to determine whether a particular vehicle is a Recreational Vehicle.

One Recreational Vehicle with not more than 2 axles may be temporarily parked on the driveway of a Lot for up to 48 consecutive hours for loading and unloading purposes only, unless a prior written request is received by the Board and a temporary parking permit has been issued by the Board. A Recreational Vehicle may be stored on a Lot as long as the Recreational Vehicle is completely concealed from Public View inside a garage or enclosure approved by the ARC.

4. Vehicles in General:

This subsection applies to all vehicles, including Permitted Vehicles, Commercial Vehicles, and Recreational Vehicles, as same are described in this Section. No vehicle may be parked on a grassy area or landscaped area on a Lot or a Common Area that has not been designated for parking. Provided, however, this provision does not apply to vehicles that may be parked on a landscaped Common Area at the direction of the Association, Declarant, or their designees. Driveways may not be used to repair, rebuild, or repaint vehicles.

5. Parking on Public Streets:

No vehicle may be parked on the public streets within Madeira except vehicles parked upon the streets temporarily for loading and unloading purposes, which means no more than 8 hours during the day and specifically excludes overnight parking on the public streets. The Owners of any Lot, by virtue of ownership of a Lot within the Property, contractually covenant and agree that the Association has jurisdiction over the public streets within the Property and has the right, without the obligation, to adopt, amend, repeal, and enforce rules and policies related to parking on public streets, including but not limited to (i) identification of vehicles used by Owners and Occupants; (ii) designation of parking areas, no-parking areas, loading zones, and unloading zones; and (iii) limitations or prohibitions on street or driveway parking.

6. Enforcement:

The Board has sole discretion to enforce the foregoing parking provisions. The Association has the right, without the obligation, to enforce the limitations on parking set forth in this Declaration or in another Dedicatory Instrument.

Notwithstanding anything contained in this Declaration to the contrary, the Board may promulgate additional parking rules regarding items including the use, maintenance, and parking of vehicles on Lots, streets, and Common Areas restricted to parking purposes. The Board has discretion to determine the various types of vehicles that fall within the scope of any such rules. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules control.

O. Play Structures

Play Structures may not be constructed or placed on a Lot within the Property without the prior written approval of the ARC. Guidelines may be established from time to time regarding play forts, playhouses, swing sets, and other recreational equipment (collectively referred to as "**Play Structures**"), considering such factors including the overall height, size, location, and number of Play Structures placed on a Lot. In setting the Guidelines, factors including the size and configuration of the Lot, the location of the Lot in the Property, the location of the Play Structure on the Lot, the type of fencing on the Lot, and the visibility of the Play Structure from streets, other Lots, or the Common Areas may be considered.

P. Screening

No Owner or Occupant of any portion of the Property may permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth in this Declaration, or like equipment, may not be kept in Public View and must be placed in a location first approved in writing by the ARC. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or the Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. Such screens must be of a height at least equal to that of the materials or

equipment being stored, but in no event may such screen be more than 6 feet in height. A combination of trees, hedges, shrubs, or fences should be used as screening material, as may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times and may not detract from the appearance of the Property.

Q. Signs

The following signs and emblems may be kept or placed upon a Homesite without the prior written approval of the ARC:

1. For Sale and For Lease Signs. An Owner may erect 1 “For Sale” or “For Lease” sign on his Homesite. The overall dimensions for the sign, including posts, may not exceed 3 feet wide by 5 feet tall (overall height is measured from the ground level of the Homesite). The sign may have a maximum of 2 ground-mounted posts.
2. Political Signs. Pursuant to Texas Election Code §259.002 or its successor statute, political signs are approved as temporary signage on Homesites for all local, state, or federal election purposes, provided that they meet the following criteria:
  - a. Only 1 sign per candidate or measure is allowed.
  - b. Maximum sign size may not exceed 4 feet by 6 feet.
  - c. Signs must be ground-mounted. No sign may be mounted on any exterior part of the Dwelling, garages, patios, fences, or walls.
  - d. Signs may be posted not more than 90 days prior to the election date and must be removed within 10 days after the election date.
  - e. Signs may not contain roofing material, siding, paving material, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
  - f. No sign may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
  - g. No sign may involve the painting of architectural surfaces.
  - h. No sign may threaten public health or safety or violate a law.
  - i. No sign may contain language, graphics, or any display that would be offensive to the ordinary person.
  - j. No sign may be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.

- k. Political signs are prohibited on any Common Area or facility owned by the Association, including any public or private street right of way utility easement.

3. School Spirit and Activity Signs. Signs containing information about one or more students residing in a Dwelling and the school they attend are permitted on Homesites so long as the sign is not larger than 36 inches by 36 inches and is fastened only to a stake in the ground. By way of illustration and not limitation, these signs may contain information such as the name of the school attended by the student residing in the Dwelling or a sport or activity in which the student participates in connection with their attendance at their school. There may be no more than 1 sign on a Homesite for each student residing in the Dwelling.

4. Security Signs and Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling are permitted on a Homesite so long as the sign is no larger than 8 inches by 8 inches, or the sticker is no larger than 4 inches by 4 inches. Stickers are permitted upon windows and doors for pet notification purposes, a "Child Find" program or a similar program sponsored by a local police or fire department. There may be no more than 1 sign on a Homesite and no more than 6 stickers located on the windows or doors of a Dwelling.

Save and except the signs and emblems noted above, all other signs, emblems, decorative flags, or other decorative embellishments displayed on a Homesite must have the prior written approval of the ARC. Any sign or emblem placed or kept within the Property must be kept in good condition and must be removed if it becomes faded, cracked, chipped, or otherwise is no longer in keeping with the Community Wide Standard. The Board has the discretion to determine whether a displayed item constitutes a sign or emblem and whether such sign or emblem falls within one of the above-permitted categories. It is recognized that trends change over time. As such, Guidelines may be established from time to time addressing the display of signs, emblems, decorative flags, and other decorative embellishments on Homesites and other portions of the Property. In the event of a conflict between the provisions in this section of the Declaration and the Guidelines, the Guidelines will control.

Save and except Declarant and the Association, no Owner or Occupant may place any type of sign within the Common Area or Area of Common Authority without the prior written approval of the Board or Declarant (as addressed below). The Board and Declarant have the discretion to determine if an item placed by an Owner or Occupant in a Common Area or Area of Common Authority constitutes a sign under this provision.

If any sign is placed within the Property, including Areas of Common Authority, the streets, street rights of way, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents have the right, but not the obligation, to enter upon any Lot, Homesite, street, street right of way, Common Area, or Area of Common Authority, to remove or dispose of any such sign violation and, in doing so, are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, removal, or disposal, nor in any way is the Association or its agent liable for any accounting or other claim for such action.

A Builder or Declarant may place certain information and advertising signs on Homesites without the prior permission of the ARC, so long as (i) such signs are similar to those listed as acceptable for Builder use in the Guidelines, and (ii) such signs do not otherwise violate this Declaration.

Additionally, Declarant (and Builders, with the permission of Declarant) may construct and maintain signs and other advertising devices on land owned by Declarant and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, Declarant and the Association have the right to erect and maintain directional and informational signs along the streets within the Property and identification signs and monuments at entrances to the Property.

R. Swimming Pools and Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC.

S. Tree Removal

No trees greater than 3 caliper inches to be measured at a point 6 inches above grade may be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with 1 or more comparable trees of such size and number and in such locations as the Board, in its sole discretion, may determine necessary to mitigate the damage.

T. Window Air Conditioning Units

No window or wall type air conditioners may be used, placed, or maintained on or in any building on the Lots, with the exception that a window or wall type air conditioner may be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit and is screened from Public View. Window and wall type air conditioning units require prior written ARC approval.

All living areas within the Dwelling, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from Public View and will require prior written ARC approval.

U. Wind Turbines

No device used to convert wind into energy, including wind turbines, wind pumps, wind chargers, and windmills is permitted to be used, placed, or maintained in any location within the Property; provided, however, this provision does not apply to Common Areas within the Property. The Board has the sole discretion to determine what devices are prohibited pursuant to this provision.

## V. Window Treatments

An Owner may install window treatments on the windows of the Owner's Dwelling provided that such window treatments are in keeping with the Community Wide Standard as determined in the discretion of the Board and approved by Declarant during the Development Period. Appropriate permanent window treatments may include curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. Temporary or disposable window coverings may be installed on a Dwelling provided that the temporary or disposable window covering (i) is white, light beige, cream, light tan, or light gray in color, (ii) is in keeping with the Community Wide Standard, and (iii) is only used on a temporary basis (generally, no longer than 3 months), as determined in the sole discretion of the Board. Reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used for window coverings in a residential subdivision of the same caliber as the Property are not considered to be window coverings in keeping with the Community Wide Standard and may not be installed on any Dwelling.

The Community Wide Standard may change with the latest products and trends in design, and, in some circumstances, no window treatments may be called for. The Board has the discretion to determine what type of and under what circumstances window treatments are appropriate. In making its determination, the Board may consider factors including the configuration of the Lot, the location of the Lot in the Property, the location of the Dwelling on the Lot, and the visibility of the window covering from streets, other Lots, or the Common Areas. Declarant or the Board may opt to address window treatments in Guidelines. In the event of any conflict between the Guidelines and this provision addressing window treatments, the Guidelines will control.

## **ARTICLE VII. COMMON AREA AND AREA OF COMMON AUTHORITY**

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, is responsible for the exclusive management and control of the Common Area and all improvements thereon and will keep it in good, clean, attractive, and sanitary condition. No Owner or Occupant may appropriate any portion of the Common Area or any improvement thereon for his or her own exclusive use. Any Owner or Occupant that causes damage to the Common Area is financially responsible for the damage. The cost of repair, if not timely paid by the Owner (subject to any notice that may be required by law), will be assessed against the Owner's Lot and secured by the continuing lien set forth in this Declaration. The Association may permit use of Common Area facilities by persons other than Owners and Occupants of Lots and may charge use fees in such amounts as the Board may establish from time to time for such use. The Association may charge use, consumption, and activity fees to any person using Association services or facilities or participating in Association-sponsored activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

Declarant, and its designees, may transfer or convey interests in real or personal property within or for the benefit of the Property at any time to the Association, and the Association must accept such transfers and conveyances, even if such transfer or conveyance occurs after the

termination of the Development Period. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Real property transferred to the Association by Declarant, or its designees, may be transferred via a deed without warranty; provided, however, the property must be transferred free and clear of all liens and mortgages at the time of such transfer. Upon Declarant's written request, the Association must reconvey to Declarant any real property that Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or to accommodate changes in the development plan.

In addition, Declarant, and its designees, may transfer or convey interests in real or personal property within or for the benefit of the Property at any time to a special purpose district serving the Property. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Declarant (during the Development Period) or the Association (after the expiration of the Development Period) reserves the sole and exclusive right to amend existing Common Areas, add new Common Areas, and amend any permissible activities within or rights to access the Common Areas. Declarant and Association make no representations, guarantees, or warranties of any nature as to the longevity and mortality of habitats found throughout the Property.

During the Development Period, Declarant may convey record title or easements to some or all of the Common Areas to the Association if, as, and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant has at all times during the Development Period the right (i) to effect redesigns or reconfigurations of the Common Areas (particularly along the edges), (ii) to execute any rules or restrictions applicable to the Common Areas which may be permitted in order to reduce property taxes, and (iii) to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem or income taxes.

Owners covenant (i) not to possess any Common Area in any manner adverse to the Association, and (ii) not to claim or assert any interest or title in any Common Area. Owners waive their right to adversely possess any Common Area and acknowledge and agree that any claim of adverse possession by an Owner of any Common Area is void.

Subject to (i) anything to the contrary in a Dedicatory Instrument, (ii) an agreement with the owner of the relevant Area of Common Authority, or (iii) any covenant set forth in the deed or other instrument transferring the property to the Association, the Association may manage, operate, and control the Area of Common Authority. The Association may adopt rules and policies and enter into leases, licenses, and operating agreements with respect to portions of the Area of Common Authority and Common Area, for payment or no payment, as the Board deems appropriate. For purposes of clarity, the Area of Common Authority may include areas that are subject to the Association's rule making authority and enforcement rights set forth in the Dedicatory Instruments, such as the sidewalks within rights of ways, even though persons or entities other than the Association may have the obligation to maintain such areas. The Area of Common Authority may include:

- (a) the Common Area;

- (b) any sidewalks, walking paths or trail systems located within or in proximity to Madeira;
- (c) landscaping within rights of way within or in proximity to Madeira (save and except those rights of way abutting Lots within the Property) to the extent that governmental authorities do not maintain it to the Community Wide Standard;
- (d) such portions of any additional property as set forth by Declarant, this Declaration, any Dedicatory Instrument, or any covenants or agreements for maintenance entered into by, or otherwise binding on the Association; and
- (e) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Declarant must identify any such property and facilities by written notice to the Association, and such property and facilities will remain part of the Area of Common Authority until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including Lots, property dedicated to the public and property owned or maintained by another association, if the Board determines that such maintenance is necessary or desirable to maintain the Community Wide Standard. To the extent permitted by Texas law, the Association is not liable for any damage or injury occurring on or arising out of the condition of property it does not own.

#### **ARTICLE VIII. SERVICE AREAS**

Lots may be part of one or more Service Areas in which the Lots share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Lots within the Property. A Lot may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Lots of more than one housing type and may include Lots that are not contiguous.

##### **A. Designation of Service Areas**

During the Development Period, Declarant may designate Service Areas (by name or other identifying designation) and assign Lots to a new Service Area or to a prior-existing Service Area via a Supplemental Amendment or other Dedicatory Instrument. After the expiration of the Development Period, the Board may, by written resolution, designate new Service Areas and assign Lots to new Service Areas with the written approval of at least 67% of the Lots affected by the proposed designation. Notwithstanding the foregoing, both during the Development Period and after the termination of the Development Period, the Board may assign Lots to the Front Yard Maintenance Service Area, as set forth in detail below.

During the Development Period, Declarant may unilaterally amend this Declaration, any Supplemental Amendment, or any other Dedicatory Instrument to terminate a Service Area or revise the Service Area's services or boundaries. Additionally, both during and after the expiration of the Development Period, the Board may, by written resolution and with the written approval of



at least 67% of the Lots located within the Service Area affected by the proposed termination or revision, terminate an existing Service Area or revise the Service Area's services or boundaries.

The Association is responsible for providing services to Lots within any Service Area designated by Declarant or the Board as required by the terms of any Supplemental Amendment, Board resolution, or other Dedicatory Instrument applicable to the Service Area.

B. Service Area Expenses

All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas within a Service Area, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "*Service Area Expenses*". Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied as a uniform rate per Lot among all Service Areas receiving the same service. Service Area Expenses will be covered by Service Area Assessments in accordance with this Declaration and any applicable Board resolution or Dedicatory Instrument.

C. Front Yard Maintenance Service Area

1. Designation of Front Yard Maintenance Service Area. Declarant designates the "*Front Yard Maintenance Service Area*" for the purpose of facilitating maintenance on the unfenced portions of Lots by the Association on certain Lots within the Property on which the Maintenance Trigger (defined below) has occurred. Owners and Occupants are advised that, in the event the Board exercises its Self Help right, as set forth in this Declaration, on a particular Lot 3 times in response to the failure of the Owners or Occupants of the Lot to maintain the unfenced portion of the Lot in accordance with the standards set forth in this Declaration and in the Dedicatory Instruments (the "*Maintenance Trigger*"), the Board may, by Board resolution, assign the Lot to the Front Yard Maintenance Service Area, in which event the Association will assume the maintenance obligation of the Owners or Occupants regarding the unfenced portions of the Lot for a period ending on the earlier of either (i) 1 year after the date of the Board resolution, or (ii) the transfer of title to the Lot (the "*Maintenance Period*"). All provisions set forth in this section pertaining to the Front Yard Maintenance Service Area will apply to those Lots made a part of the Front Yard Maintenance Service Area, whether or not such provisions are so stated in the applicable Board resolution assigning the Lot to the Front Yard Maintenance Service Area.

2. Front Yard Maintenance Service Area Assessment. Each Owner of a Lot assigned to the Front Yard Maintenance Service Area, by virtue of ownership of a Lot within the Front Yard Maintenance Service Area, covenants and agrees to pay to the Association a Service Area Assessment, in addition to the Annual Assessment levied by the Board in accordance with this Declaration. The Service Area Assessment applies only to the Lots within the Front Yard Maintenance Service Area and covers the Association's costs associated with maintaining the unfenced portions of the Lots within the Front Yard Maintenance Service Area, which are considered Service Area Expenses as set forth in this

Declaration. The lien and methods of establishing, setting, collecting, and enforcing the Service Area Assessment are as set forth in this Declaration.

3. Front Yard Maintenance. The Association will maintain the landscaping, grass, and vegetation in the unfenced portions of all Lots assigned to the Front Yard Maintenance Service Area (the "*Association Maintained Area*"). Maintenance of the Association Maintained Area will include the following, at the sole and absolute discretion of the Board:

- (i) Mowing, edging, bed weeding, and blowing;
- (ii) Fertilizing the turf and beds;
- (iii) Performing pre-emergent and post-emergent weed control within the turf areas;
- (iv) Pruning and fertilizing shrubs;
- (v) Performing insect, disease, and weed control on turf areas and shrubs;
- (vi) Mulching trees, shrubs, and bed areas; and
- (vii) Performing fire ant control.

The Board has the sole and absolute discretion to increase, reduce, or terminate services to the Association Maintained Area.

Each Owner of a Lot within the Property grants to the Association and its designees a perpetual, non-exclusive easement over and across such Owner's Lot for the purpose of maintenance of landscaping, grass, and vegetation within the Association Maintained Area, which easement right will only be exercised in the event the Owner's Lot is assigned to the Front Yard Maintenance Service Area, as set forth in this section. The Association and its designees are authorized to enter upon each Lot assigned to the Front Yard Maintenance Service Area to conduct such maintenance, and, in doing so, are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry or maintenance, nor in any way are the Association and its designees liable for any accounting or other claim for such actions. Each Owner agrees to release the Association and its designees from any liability arising out of or related to the rendering of the services within the Association Maintained Area.

4. Termination of Front Yard Maintenance Service Area Assignment. Upon termination of the Maintenance Period on a Lot, the assignment of the Lot to the Front Yard Maintenance Service Area will automatically cease without further action by the Board, and the obligation to maintain the unfenced portions of the Lot will revert to the Owner or Occupant of the Lot, as provided in this Declaration.

In the event the Association continues to perform maintenance services on the Lot after the termination of the Maintenance Period, the performance of such maintenance will not in any way subject the Association or its designees to any liability for trespass, other tort, or damages in connection with or arising from the entry onto the Lot or the maintenance services provided on the Lot, nor in any way are the Association or its designees liable for any accounting or other claim for such actions. Furthermore, the Owner of the Lot on which the Association performed maintenance services after the termination of the Maintenance Period is entitled to a refund of any Service Area Assessment paid by the Owner, which refund will be pro-rated based on maintenance services not yet performed by the Association for the period in which the Service Area Assessment was levied. Notwithstanding anything contained in this Declaration to the contrary, the performance of maintenance services on a Lot after the termination of the Maintenance Period does not, in any way, obligate the Association to continue to provide maintenance services to the Lot for a subsequent Maintenance Period, and Owners and Occupants are advised that, upon termination of the applicable Maintenance Period, maintenance of the Lot in accordance with this Declaration will be the obligation of the Owner or Occupant, as applicable.

#### **ARTICLE IX. NOTICES AND EASEMENTS**

A. Easements for Green Belt, Pond Maintenance, Flood Water, and Other Landscape Reserve Areas

Declarant and the Association reserve for themselves and their designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape Reserve Areas, ponds, and other bodies of water located within the Property (a) to install, keep, maintain, and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to construct, maintain, and repair any fountain, wall, dam, hardedge, canal, or other structure retaining water therein, and (c) to remove trash and other debris and to fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements set forth in this provision automatically terminate at such time as Declarant ceases to own any portion of the Property subject to the Declaration. Declarant, the Association, and their designees have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape Reserve Areas to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. Each person entitled to exercise these easements must use care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing in this Declaration may be construed to make Declarant, the Association, or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for Declarant, the Association, and their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located in proximity to the Common Area, any landscape or open space Reserve Areas, greenbelts, canals, ponds, or other bodies of water.

B. Easements to Serve Additional Property

Declarant and the Association, including their duly authorized agents, representatives, employees, designees, successors, assignees, licensees, and mortgagees, have and there is reserved an easement over the Common Areas for the purposes of enjoyment, use, access, and development of any annexed Property made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed Property.

Declarant and the Association may enter into an agreement with regard to adjacent land owned by Declarant that has not been annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. During the Development Period, Declarant may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. After the expiration of the Development Period, the Association may enter into an agreement with an adjacent owner of land not annexed into this Declaration for the purposes of providing access to any such adjacent land and sharing the cost of maintenance to any access roadway serving the property. Any such agreement must provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

C. Rights Concerning Easements and Rights of Way

Notwithstanding anything contained in this Declaration to the contrary, access and maintenance easements and rights of way across each Lot are expressly reserved to Declarant and its designees in, on, over, under, across, and through the Easement Area (defined below) for the following purposes:

- I. The installation, construction, repair, replacement, and maintenance of the following:
  - (a) wires, lines, conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television systems, community antenna television cables, Wi-Fi systems, monitoring and similar systems, and other utilities and similar facilities; and
  - (b) roads, walkways, bicycle pathways, trail systems, wetlands, drainage systems, storm-water drains, land drains, public and private sewers, pipelines for supplying gas, water, and heat, meter boxes, streetlights, signage, and any other public or quasi-public utility facility, service or function, whether above ground or underground;

2. Slope control, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by Declarant or which might create erosion or sliding problems, or which might change, obstruct, or retard drainage flow; and
3. An open space or buffer area between the Lot and the adjacent Lot or street right of way, to provide separation and privacy among adjacent Lots.

Subject to any rights dedicated to the public, Declarant reserves all rights in and to the right of way of any public street or road located within, or which may be located on or adjacent to the Property, any walkways, bicycle pathways, and wetlands.

Except with the written approval of the ARC, nothing may exist or be placed in, on, over, under, across, or through any portion of the Easement Area. If, in the judgement of the ARC, anything hinders the Easement Area, the Association may exercise all enforcement rights granted to it in this Declaration and the Bylaws and by the laws of the State of Texas.

*“Easement Area”*, as used in this Declaration, means and refers to a strip of land within each Lot, abutting any utility easement adjacent to the Lot, 1 foot in width along the entire distance of the front and rear boundaries of the Lot and 1 foot in width along the entire distance of each side boundary of the Lot. Declarant or its designees or any utility company may clear the Easement Area of all structures, improvements, trees, bushes, and other growth, including any overhanging branches or protrusions from structures located upon adjacent property.

Declarant and its designees reserve the right to build, maintain, repair, sell, grant, or lease all utilities within the Easement Area.

Declarant, including its agents and designees, have the right at reasonable times to enter upon all parts of the Easement Area for any of the purposes for which said easements and rights of way are reserved. Declarant, including its agents and designees, are responsible for leaving the Lot in a good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of this Section, provided that the obligation set forth above does not extend to structures and improvements not approved by the ARC. Title to any Lot or portion thereof does not include title to any utility lines in, on, over, under, across, or through any street or the Easement Area. Declarant expressly reserves the right for itself, including its agents and designees, to construct, operate, maintain, repair, remove, and replace utility lines in the Easement Area. The conveyance of a Lot does not include the right to any utility lines located in the Easement Area on the Lot.

Declarant or the Association (subject to the approval of Declarant during the Development Period) may enter into a global agreement with a service provider for the provision of utility and similar services throughout the Property for the benefit of the Owners and Lots located within the Property. Payment for such services and benefits provided by virtue of service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted in this Declaration, and such Assessments are supported by the lien created in this Declaration. Owners acknowledge and agree that, in the event Declarant or the Association, as applicable, enter into a global agreement with a service provider

for the provision of utility or similar services throughout the Property, all Owners are obligated to use the services provided by the service provider, and that no Owner may enter into a contract for the provision of utility or similar services with a third-party provider of utility or similar services unless the Owner receives the prior written approval of the Board, which approval may be given in the Board's sole and absolute discretion.

EACH OWNER AND OCCUPANT RELEASES AND HOLDS HARMLESS DECLARANT, INCLUDING ITS AGENTS AND DESIGNEES, FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF ANY ACTS, ACTIONS, OR ACTIVITIES PERMITTED BY DECLARANT, INCLUDING ITS AGENTS AND DESIGNEES, UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION ARISING OUT OF NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

D. Conditions

Owners and Occupants of Lots within the Property are advised that various conditions exist or may exist within or in proximity to the Property, which include the following: (collectively, the "*Conditions*"):

1. The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, alligators, bobcats, coyotes, wild hogs, venomous and non-venomous snakes and other reptiles, deer, armadillos, and other animals, some of which may pose hazards to persons or pets coming in contact with them.
2. Several lakes, detention areas, and drainage areas exist either in proximity to or within the Property (all such lakes, detention areas, and drainage areas are collectively referred to as "*Detention Areas*"). Although the Detention Areas may be labeled as "lots" on the applicable plat, for purposes of the Dedicatory Instruments governing Madeira, the Detention Areas are not considered "Lots" as defined in this Declaration. Further, such Detention Areas may constitute Common Area or Area of Common Authority. Owners and Occupants are advised that one or more fountains have been or may be installed in the Detention Areas.
3. Reserve Areas exist throughout the Property that may be restricted to uses such as, by way of illustration and not limitation, landscape, open space, drainage, or utility purposes (all such parcels, including the Detention Areas and Recreational Facilities, as defined below, are included in the defined term "*Reserve Areas*"). Although the Reserve Areas may be labeled as "lots" on the applicable plat, for purposes of the Dedicatory Instruments governing Madeira, the Reserve Areas are not considered "Lots" as defined in this Declaration. Further, such Reserve Areas may constitute Common Area or Area of Common Authority.

4. One or more parks or recreation centers exist or may exist within or in proximity to the Property. The recreation centers and parks are collectively referred to in this Declaration as the "**Recreational Facilities**". Although the Recreational Facilities may be labeled as "lots" on the applicable plat, for purposes of the Dedicatory Instruments governing Madeira, the Recreational Facilities are not considered "Lots" as defined in this Declaration. Further, such Recreational Facilities may constitute Common Area or Area of Common Authority.
5. A community trail system exists or may exist within the Property. The community trail system may extend through Reserve Areas owned by the Association, by a special purpose district, or by another entity, and may be maintained by the Association or another entity.
6. One or more drill sites exist or may exist within the Property. Owners and Occupants are advised that the Association owns or will own the surface of the drill sites and, in its sole discretion, may opt to use the drill sites for additional purposes such as, by way of illustration and not limitation, open space, landscape preserves, community gardens, putting greens, parks, or sports fields.
7. Surrounding uses and conditions exist or may exist within or in proximity to the Property, including commercial uses (which may include, but are not limited to, schools, fire stations, police stations, hotels, conference centers, restaurants, urban shopping centers and markets, medical and institutional facilities, large corporate campuses, multi-family uses, townhomes, religious facilities, drill sites, as well as land that is not owned by Declarant or the Association).
8. Adjacent land that is not owned by the Association or Declarant exists in proximity to the Property, outside of the platted area.
9. A 100-foot drainage easement, more particularly described by that instrument recorded in Volume 19872, Page 51 of the Official Records of Cameron County, Texas, exists or may exist within or in proximity to the Property.
10. One or more 20-foot drainage easements exist or may exist within or in proximity to the Property.
11. A 30-foot drainage, trail, and landscape easement exists or may exist within or in proximity to the Property.
12. An East River Hondo Water Supply Corporation lift station easement, more particularly described under Document No. 2021-48439, exists or may exist within or in proximity to the Property.
13. One or more American Electric Power easements exist or may exist within or in proximity to the Property. Said easements contain or may contain overhead powerlines.

14. One or more East River Hondo Water Supply Corporation easements exist or may exist within or in proximity to the Property.
15. One or more 1-foot non-access easements exist or may exist within or in proximity to the Property.
16. Interstate 69 exists or may exist in proximity to the Property.

Owners and Occupants are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, flooding, standing water, murky water, erosion, instability of natural topography, insects, reptiles, and animals. It is possible for some or all of these conditions to extend into the Lots within the Property. Each Owner and Occupant of any Lot, and every person entering the Property (i) acknowledges that there are plants and wildlife that are indigenous to the area and are not restrained or restricted in their movements within or throughout the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any successor declarant, nor the partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor do they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or throughout the Property.

**EACH OWNER OF A LOT WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, AND HOLD HARMLESS DECLARANT AND THE ASSOCIATION, AS WELL AS THEIR RESPECTIVE PAST, PRESENT, AND FUTURE DIRECTORS, OFFICERS, MEMBERS (OF A FOR-PROFIT ENTITY), EMPLOYEES, AGENTS, AND AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS BROUGHT BY, THROUGH, OR UNDER THE OWNER OR ANY THIRD PARTY ARISING FROM THE CONDITIONS. THE OWNER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.**

Each Owner and Occupant of a Lot within the Property acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes any risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within the Property further acknowledges that the Association, its directors, officers, managers, agents, and employees, Declarant, and any successor declarant have made no representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to water levels, water clarity, safety, any use, or any future change in use of the Conditions. Declarant and the Association are not responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Conditions within the Property.



Owners of Lots within the Property grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, odors, parking, overspray from fountains, and visibility of the Conditions, as well as traffic that may occur due to the Conditions. There is further reserved for Declarant, the Association, and their designees an easement to the extent necessary over portions of Lots located in proximity to the Conditions for water and overspray of any products used to control vegetation within the Conditions.

Each Owner and Occupant of a Lot that is in proximity to the Conditions must take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards, or any other foreign matters to infiltrate the Conditions. **ANY OWNER OR OCCUPANT PERMITTING OR CAUSING SUCH INFILTRATION IS RESPONSIBLE FOR ALL COSTS OF CLEAN UP AND REMEDIATION NECESSARY TO RESTORE THE CONDITIONS TO THEIR CONDITION IMMEDIATELY PRIOR TO ANY SUCH INFILTRATION.**

Owners of Lots located in proximity to the Recreational Facilities ("*Affected Lots*") are subject to the risk of damage or injury due to errant sports balls and the use of improvements (if any) existing within the Recreational Facilities. Owners of Affected Lots, their successors, and assigns, assume the risk of damage and injury and release the Association and Declarant, their agents, employees, officers, directors, successors, and assigns, from any liability for damage or injury caused by errant sports balls in, on, or around the Recreational Facilities and the use and improvements (if any) of the Recreational Facilities. There is reserved and granted to Declarant and the Association, as to the Affected Lots, along with Declarant's and Association's independent contractors, agents, members, guests, and invitees, a nonexclusive easement over and across the Affected Lots, or portions thereof as provided below, for the following purposes:

- (i) Flight of sports balls over, across, and upon the Affected Lots;
- (ii) Doing of every act necessary and incident to the use of and playing of recreational activities on or within the Recreational Facilities, including, lighting of parking facilities and lighting within the Recreational Facilities; and
- (iii) Creation of noise related to the normal maintenance, operation, use and recreational activities of the Recreational Facilities, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

E. Reclaimed Water

Declarant discloses to each Owner, and each Owner, by acceptance of title to his or her Lot, acknowledges, that Declarant or the Association may use: (i) water from water wells drilled on the Common Area, or (ii) reclaimed water for irrigation of the Common Areas. **THIS WATER IS NOT INTENDED FOR HUMAN CONSUMPTION AND SHOULD NOT BE CONSUMED BY HUMANS.**

F. Entry Gates

Owners and Occupants are advised that one or more entry gates and associated equipment and improvements have been or may be constructed on and across the public streets within the Property. The entry gates have or may require a condition of entry, such as an identification card, pass, key, or similar device as may be established from time to time by the Board. Owners of Lots within the Property grant an easement to Declarant and the Association, including their respective designees, across the streets and Common Areas on which the entry gates and associated equipment and improvements have been or may be constructed for the operation, maintenance, repair, and replacement of the entry gates and associated equipment and improvements. Owners and Occupants acknowledge that the entry gates, if any, are solely for access control purposes and are not for security purposes. The Association has the right to adopt rules and regulations concerning the use of the entry gates for access control purposes, including rules and regulations addressing any condition of entry.

**ARTICLE X. DEED RESTRICTION ENFORCEMENT**

A. Authority to Promulgate Rules, Policies, and Guidelines

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and Guidelines, including rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, and establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and Guidelines are binding upon all Owners and Occupants. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Board pursuant to the provisions set forth in this Declaration. The attorney's fees and fines will be added to the violating Owner's Assessment account and are secured by the continuing lien on the Lot.

C. Remedies

Each Owner must comply with all provisions of the Dedicatory Instruments. Failure to comply is grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions, and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Property, and may avail itself of any remedy provided in the Dedicatory Instruments and local, state, and federal law. Notwithstanding anything contained in

this Declaration to the contrary, the Board has no duty to institute legal or other proceedings on behalf of or in the name of an Owner.

The Board has the sole discretion to determine whether to pursue enforcement action in any particular case. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other criteria, to pursue enforcement action.

Such a decision is not a waiver of the Association's right to enforce such provision at a later time under other circumstances and does not preclude the Association from enforcing any Dedicatory Instrument.

D. Enforcement by Owners

Each Lot Owner, at his or her own expense, is empowered to enforce the covenants, conditions, and restrictions contained in this Declaration, any amendment to this Declaration, any Supplemental Amendment to this Declaration, and any amendment to any Supplemental Amendment; provided, however, no Owner has the right to enforce the lien rights retained in this Declaration or any Supplemental Amendment in favor of the Association or other rights, regarding Assessments, fines, or other charges retained by the Association.

E. Self Help

**"Self Help"** means the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot, Homesite, or other area that is an Owner's responsibility to maintain (such as sidewalks that may be adjacent to an Owner's Lot) and to cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot, Homesite, or other area into compliance with the Dedicatory Instruments, if the Owner fails to perform same after written demand from the Board. Except in the case of emergency situations, the Association must give the violating Owner a minimum of 5 days written notice (calculated using the date reflected on such notice) of its intent to exercise Self Help. The Board has the sole discretion to determine whether any given situation constitutes an emergency.

Self Help also includes the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to cause the removal of any unapproved item placed upon the Common Area or Area of Common Authority by an Owner or Occupant, including by way of illustration and not limitation, storage pods, trailers, recreational vehicles, boats, or construction materials. Notwithstanding the 5 day written notice provision set forth

above, the Association may, but is not required to, provide written notice to a violating Owner or Occupant prior to the exercise of Self Help to remove an unapproved item placed upon the Common Area or Area of Common Authority by an Owner or an Occupant.

There is a perpetual, non-exclusive easement over the Property in favor of the Association for the purpose of allowing it to exercise its Self Help remedy.

In exercising its Self Help remedy, the Association is not subject to any liability for trespass, other tort, or damages in connection with or arising from such exercise of Self Help, nor in any way is the Association or its agent liable for any accounting or other claim for such action. The Association has the right, but not the obligation, to enter into any Lot, Homesite, or other area for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties.

Any costs incurred by the Association in the exercise of its Self Help remedy are the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The costs incurred by the Association in exercising its Self Help remedy, which costs may include, by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the Board, may be charged to the subject Owner's Assessment account, and are supported by the continuing lien created in this Declaration.

## ARTICLE XI. ARCHITECTURAL RESTRICTIONS

**NOTE WELL: The provisions of this Article are broad and sweeping and regulate an extremely wide range of activities. Owners are advised to review this Article and the Guidelines carefully before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth in this Declaration and in the Guidelines. Work commenced, performed, or completed without prior approval as required in this Declaration, in the Guidelines, or otherwise in violation of plans approved by the ARC, the terms of the Dedicatory Instruments, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot or Dwelling be restored to its original condition. References in this Declaration to ARC approval mean the prior written approval of the ARC.**

### A. Architectural Review Committee - "ARC"

The ARC is a committee of the Board. In the absence of a designation by Declarant, the initial ARC is composed of the individuals designated as the initial members of the Board as set forth in the Association's Certificate of Formation; provided, however, Declarant has the sole authority to designate all members of the ARC prior to ARC Turnover, which members need not be members of the Board. One member of the ARC may be designated as the representative to act on behalf of the ARC. During the Development Period, Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. At any time prior to the happening of the ARC Turnover (defined below), Declarant may, without obligation, assign to

the Board, or to such other person Declarant deems appropriate, all or a portion of Declarant's ARC rights or the responsibility for review and approval of modifications to existing Dwellings.

Declarant has the right of ARC appointment and removal until the first to occur of the following (the "*ARC Turnover*"):

1. The termination of the Development Period, or
2. Declarant relinquishes its authority over ARC appointment by a written instrument recorded in the Official Public Records of Cameron County, Texas.

Upon ARC Turnover, the Board has the right to replace the ARC members by duly appointing Owners who are Members in Good Standing with the Association. Provided, however, the Board may not appoint to the ARC an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. After the ARC Turnover, the Board reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal or appointment is at the sole authority and discretion of the Board.

The Board has the right to review any action or non-action taken by the ARC and is the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard. Notwithstanding the foregoing, in the event that Class B Membership terminates prior to the ARC Turnover, the ARC (at the discretion of Declarant) is the final authority as to all ARC matters, including aesthetics and determination of the Community Wide Standard, until the ARC Turnover occurs.

The ARC has the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Property to a Modifications Committee. The members of the Modifications Committee may be appointed and removed by Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

The provisions in this Section pertaining to Declarant's authority regarding the ARC during the Development Period control over any other provision in a Dedicatory Instrument to the contrary. Notwithstanding anything contained in this Declaration to the contrary, this Section may not be amended by the Members or by the Board during the Development Period without the consent and joinder of Declarant.

**B. ARC Approval Required; Guidelines**

No building, Hardscape, addition, modification (including tree removal) or improvement may be erected, placed, or performed on any Lot or Homesite until the construction plans and specifications, including the site plan, design development plan, and exterior plan have been submitted to and approved in writing by the ARC. Further, the ARC may review, approve, or deny applications for improvements within right of way areas that are adjacent to a Lot; provided, however, the Association, the Board, and the ARC are not liable for any injuries or damages that may arise from or may be related to any approved improvements located within a right of way area adjacent to a Lot.

The failure of the ARC to approve submitted applications for the construction of improvements within 15 days after the receipt thereof will be deemed to be a decision by the ARC denying the application. After the ARC Turnover, a decision by the ARC to deny an application by an Owner for the construction of improvements may be appealed to the Board. The ARC will provide written notice of the denial to the Owner and the Board will hold a hearing in accordance with Texas Property Code §209.00505 or its successor statute.

In no case may construction begin prior to approval of plans by the ARC. If plans are disapproved, no construction may commence until revised plans are submitted and approved by the ARC. The Board has the right to establish and charge fees related to ARC review. Additionally, the Board has the right to establish payment methods and timing for payment of such fees. Any such fees and payment methods, along with any other information related to the ARC review process, may be established by the Board via Board resolution. If a fee is set and not paid, the 30-day time period set out in this Declaration will not begin to run until the fee is paid.

Guidelines may be promulgated and amended by Declarant during the Development Period. After the expiration of the Development Period, Guidelines may be promulgated and amended by the Board; provided, however, any such amendments may not be applied retroactively to reverse a prior approval granted by the ARC or the Board to any Owner. Guidelines may be modified or amended as deemed necessary and appropriate for the orderly development of the Property, including those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Subject to the provisions in this Declaration, there is no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, are binding and enforceable against each Owner in the same manner as any Dedicatory Instrument. Further, different Guidelines for additional property that may be annexed into the Property may be promulgated.

Each Owner acknowledges and agrees that the Guidelines serve as a minimum set of standards for the Lots within the Property and are intended to provide a general framework to illustrate common design objectives for a harmonious setting within the Property. Each Owner acknowledges and agrees that the Guidelines are incapable of providing exhaustive parameters and specifications for every improvement or modification that may be submitted to the ARC for review, and, in some cases, there may be no parameters or specifications in the Guidelines addressing a particular improvement or modification submitted to the ARC for review. Each Owner acknowledges and agrees that the ARC has the discretion to make conclusive determinations as to improvements and modifications submitted to it for review, regardless of whether a particular improvement or modification is specifically addressed in the Guidelines.

In reviewing each application, the ARC may consider any factors it deems relevant, including harmony of the proposed external design with surrounding structures and the environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. Subject to the Board's authority in this Declaration, the ARC has the discretion to make final, conclusive, and binding determinations on

matters of aesthetic judgment, and such determinations are not subject to the alternative dispute resolution procedures set forth in this Declaration or to judicial review so long as they are made in good faith and in accordance with required procedures.

The ARC is vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. The Board, on behalf of the ARC, may retain or delegate review of plans and specifications to a designated AIA architect or to such other person or firm as may be designated by the Board, experienced and qualified to review same, who may then render an opinion to the ARC or the Board. Approval of plans and specifications does not cover or include approval for any other purpose and specifically, but without limitation, may not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof.

The Board has the authority to require any Owner or an Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite where such improvements have not first been reviewed and approved by the ARC or constitute a violation of plans previously approved by the ARC, the Dedicatory Instruments or any other documents promulgated by the Board pursuant to the provisions set forth in this Declaration. Written notice may be delivered to an Owner, or any agent or contractor with apparent authority to accept same, and such notice is binding on the Owner as if actually delivered to the Owner. The violating Owner must remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Dedicatory Instruments and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for in this Declaration and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for a violation, and Owners agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time, or loss of business involved. Each Owner acknowledges that it might not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The Board (or its agents or assigns) has the right, but not the obligation, to enter any Lot or Homesite to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the Board, its agents, or assigns are not subject to any liability for trespass, other tort, or damages in connection with or arising from such entry, nor in any way is the Association or its agents liable for any accounting or other claim for such action.

#### C. Construction Time Constraints; Right of Repurchase

Each Owner (save and except Builders) acquiring title to a Lot within the Property from Declarant must Commence Construction (as defined below) of a Dwelling on his or her Lot within 1 year after the date the Owner acquired title to the Lot and must Complete Construction (as defined below) of a Dwelling within 1 year after the Commencement of Construction. Each

Builder acquiring title to a Lot within the Property from Declarant must Complete Construction of a Dwelling within 1 year after the date the Builder acquired title to the Lot, regardless of the date of Commencement of Construction on such Lot. Provided, however, notwithstanding the foregoing, in the event a Builder acquires title to more than one Lot within Madeira at the same time, (i) the Builder must Complete Construction of a Dwelling on at least 50% of the Lots acquired by the Builder (rounded up to the nearest whole Lot) within 1 year of the date the Builder acquired title to the Lots, regardless of the date of Commencement of Construction on such Lots, and (ii) the Builder must Complete Construction of a Dwelling on the remaining Lots acquired by the Builder within 2 years of the date the Builder acquired title to the Lots, regardless of the date of Commencement of Construction on the Lots.

For purposes of the construction of a Dwelling on a Lot, "**Commence Construction**" and "**Commencement of Construction**" mean the beginning of the construction of a Dwelling on a Lot, pursuant to plans approved in writing in advance by the ARC. Commence Construction and Commencement of Construction do not include the clearing or grading of a Lot. Furthermore, for purposes of the construction of a Dwelling on a Lot, "**Complete Construction**" and "**Completion of Construction**" mean the issuance of a certificate of occupancy for the Dwelling.

If an Owner (the "**Affected Owner**") fails to Commence Construction of a Dwelling on his or her Lot (the "**Subject Lot**") by the Commencement of Construction deadline, as provided for in this Section, or fails to Complete Construction of a Dwelling by the Completion of Construction deadline, as provided for in this Section, Declarant reserves the right, but not the obligation, to repurchase the Subject Lot (the "**Repurchase Right**"), which Repurchase Right runs with the land and is binding on any future Owners of the Subject Lot for so long as Completion of Construction of the Dwelling has not occurred. In the event an Affected Owner conveys title to the Subject Lot to a subsequent purchaser before the deadlines set forth above, the subsequent conveyance does not restart the time frames set forth in this Declaration for Commencement of Construction or Completion of Construction of the Dwelling. The Repurchase Right automatically terminates upon Completion of Construction of a Dwelling on the Subject Lot. The Repurchase Right will be exercised, if at all, by Declarant by providing written notice to the Affected Owner after the expiration of the deadline for Commencement of Construction or Completion of Construction, as applicable, indicating Declarant's intent to exercise its Repurchase Right.

The repurchase price paid by Declarant will be equal to the purchase price paid for the Subject Lot by the Affected Owner (the "**Original Purchase Price**"). As part of the repurchase of the Subject Lot by Declarant, the Affected Owner must pay an amount equal to 1.5% of the Original Purchase Price to Declarant, which amount may be paid as commission to a sales agent facilitating the repurchase, if any. In addition, the Affected Owner must provide, at its sole expense, an owner's standard title policy for the repurchase of the Subject Lot. With the exception of those expenses incurred in connection with obtaining a title policy, all closing costs will be shared equally by the Affected Owner and Declarant. At the closing of the repurchase of a Subject Lot, the Affected Owner will be responsible for all outstanding amounts due to the Association related to the Subject Lot, including, but not limited to, Assessments, costs, fees, interest, and fines, if any. Notwithstanding anything contained in this Declaration to the contrary, the Annual Assessment amount due for the year during which a repurchase occurs will not be prorated and the Affected Owner will be responsible for the full Annual Assessment amount. The Affected Owner



is responsible for all tax obligations related to the Subject Lot up through the date of closing of the repurchase.

Closing of a repurchase transaction must be completed within 90 days from the date of Declarant's notice to the Affected Owner of its election to exercise its Repurchase Right. At the closing of the repurchase, the Affected Owner must execute a Special Warranty Deed conveying title to the Subject Lot back to Declarant. Such conveyance must be free and clear of all encumbrances placed upon the Subject Lot during the period of time that the Affected Owner held title to the Subject Lot.

For purposes of the construction or installation of improvements other than the Dwelling on the Homesite, the ARC has the discretion to determine, on a case by case basis, the time at which Commencement of Construction and Completion of Construction must occur. In addition, the ARC has the discretion to extend previously approved deadlines for Commencement of Construction and Completion of Construction. If Commencement of Construction fails to occur by the time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision) or is not completed by the Completion of Construction time frame established in this Declaration (or otherwise set by the ARC pursuant to this provision), the plans will be deemed not approved and must be re-submitted for ARC review and approval. In the event of any such re-submission of plans, the ARC has the discretion to determine the time constraints for the Commencement of Construction and Completion of Construction, which may be set on an expedited basis as determined by the ARC.

#### D. Building Setbacks

Minimum front, side, and rear setbacks for each Lot may be set forth in this Declaration, in a Supplemental Amendment, in the Guidelines, on the applicable plat, or in another Dedicatory Instrument. In the event there is a conflict between this Declaration, a Supplemental Amendment, the Guidelines, the applicable plat, and another Dedicatory Instrument that contains a setback requirement, the more restrictive setback requirement will control. In the absence of a more restrictive setback requirement set forth in a Supplemental Amendment, in the Guidelines, on the applicable plat, or in another Dedicatory Instrument, no Dwelling may be built within 5 feet of a side Lot line and all Lots must have a minimum rear setback of the greater of 10 feet or the width of any easement. Notwithstanding anything to the contrary in this Declaration, in no case may any setback on a Lot be less than the width of any easement existing on the Lot, as shown on the applicable plat. All Dwellings must be oriented to the front of the Lot, and the ARC has discretion to designate the "front" of a Lot.

The combining of no more than 2 Lots to create 1 Homesite may be permitted subject to prior written approval of the ARC and partial release(s) by Declarant, to the extent necessary, of easements created in this Declaration. All governmental requirements must be complied with as to combining 1 Lot with another Lot. If Lots are combined, the side set back lines must be measured from resulting side property lines rather than from the Lot lines as indicated on the applicable plat. The combining of 2 Lots does not forgive the obligation to pay Assessments on all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Homesite is obligated to pay 2 Assessments.

E. Landscaping

All unpaved space in the front yard of a Homesite must be planted and landscaped in conformance with the Guidelines, which landscaping must include the installation of a sprinkler system, trees, grass, and shrubbery. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property. Where applicable, Owners are responsible for maintaining and irrigating the landscaping within the adjacent right of way located between the boundary of their Lot and the street. Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

Notwithstanding anything contained in this Declaration to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC has the discretion to determine if the landscaping on a Lot does not meet the minimum standards established in this Declaration or in the Guidelines.

F. Grading and Drainage

Topography of each Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite or due to excess runoff are liable to all such damaged parties for the replacement, repair and restoration of such damaged real or personal property. Each Owner is responsible for ensuring that his Lot meets all local, state, and federal rules and regulations regarding drainage and run-off.

G. Temporary Structures

Temporary structures may only be erected on the Property by (i) Declarant, (ii) the Association, or (iii) Builders with the prior written approval of the ARC. By way of illustration and not limitation, temporary structures may include construction trailers and temporary construction debris receptacles. All temporary structures must be maintained in good condition and all construction debris must be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Property.

H. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area. A garage able to accommodate at least 2 full-sized automobiles must be constructed and maintained for each Dwelling. Each driveway must accommodate one vehicle in front of the garage for off-street parking requirements. Rear detached garages are permitted provided they are constructed in compliance with the requirements of this Declaration. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC.

I. Square Footage Requirements

The minimum square footage of living area for Dwellings will be designated in a Dedicatory Instrument as the Property is developed over time. Care should be taken to verify the required minimum and maximum square footage before submitting any application to the ARC.

Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the unilateral right to develop the Property, and any additional property which may be subjected to this Declaration, in any manner consistent with residential use, including Dwellings which may contain higher or lower square footage in other portions of the Property.

**ARTICLE XII. MAINTENANCE**

A. General Maintenance

Each Owner must maintain and keep in good repair his or her Dwelling and all structures, parking areas, and other improvements, including the driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked, or damaged in any manner. Grass, shrubs, trees, and other landscaping on each Homesite must be trimmed as often as necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs is presumed to be unattractive. Each Owner must ensure that weeds on his or her Lot are treated or removed.

Sidewalks, curbs, and driveways servicing a particular Lot, whether constructed within the boundaries of such Lot or within the street right of way adjacent to such Lot, must be maintained, repaired, and replaced, as needed, by the Owner of such Lot, subject to prior written approval of the ARC. Where applicable, each Owner is also responsible for maintaining and irrigating the landscaping within the adjacent right of way located between the boundary of their Lot and the street. Owners may not remove grass, trees, shrubs, or similar vegetation from this area without prior written approval from the ARC.

B. Landscaping

In the event an Owner fails to maintain the landscaping, grass, or vegetation on his Homesite in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to exercise its Self Help remedy to bring the Owner's Homesite into compliance with this provision. Furthermore, in the event the Board exercises its Self Help remedy 3 times to bring the unfenced portions of the Owner's Homesite into compliance with this provision, the Board may, in its sole discretion, assign the Homesite to the Front Yard Maintenance Service Area, as set forth in detail in this Declaration.

C. Dwelling and Improvement Exteriors

In the event an Owner fails to maintain the exterior of his Dwelling or other improvement on the Homesite (including the exterior of the Dwelling, other structures on the Homesite, and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, has the right, but not the obligation, through its agents, contractors, or employees, to enter upon the Homesite and exercise its Self Help remedy to bring the Owner's Homesite into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards, or diminish hazards caused by structural damage, the Association has the right, but not the obligation, through its agents, contractors, or employees, to enter any unoccupied Dwelling or other improvement located upon the Homesite, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards, or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association are secured by the continuing lien created in this Declaration.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees are liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping, or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work is the personal obligation of the Owner of the Homesite on which it was performed and is part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternatively, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring the Homesite into compliance with these restrictions.

All Owners' replacement, repair, and restoration practices as to the improvements on Property within Madeira are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the discretion of the Board.

F. Casualty Losses

It is the Owner's obligation to have repaired or reconstructed any damage or destruction to his or her Dwelling or Lot.

If a Dwelling, landscaping, Outbuilding, or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner must bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within the time period established by the Association on a case-by-case basis, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding a Dwelling

that is totally destroyed due to casualty, the Owner(s) of the Dwelling must have the Dwelling or damaged portions of the Dwelling razed within the time period established by the Association on a case-by-case basis and replaced within the time period established by the Association on a case-by-case basis, with such replacement subject to ARC prior written approval.

### ARTICLE XIII. VARIANCES

The Board, or its duly authorized representative, may authorize a variance from compliance with any of the architectural provisions of this Declaration or the Dedicatory Instruments, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Any such variance must be evidenced in writing, must be approved by at least a majority of the Board, and is effective upon recording. The variance must be signed by a member of the Board and recorded in the Official Public Records of Cameron County, Texas. If such variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Dedicatory Instruments may be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance does not operate to waive any of the terms and provisions of this Declaration or the Dedicatory Instruments for any purpose except as to the particular provision covered by the variance, nor does it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance may be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming a variance as to any other matter of potential or actual enforcement of any provision of this Declaration or the Dedicatory Instruments. The action of the Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained in this Declaration to the contrary, during the Development Period, Declarant has the unilateral right to grant a variance of any of the covenants, conditions, and restrictions contained in the Dedicatory Instruments so long as the variance is in keeping with the aesthetics of the Property.

### ARTICLE XIV. LIMITATION OF LIABILITY

**Declarant, the Association, the ARC, the Board, and their respective past, present, and future directors, committee members, agents, members (of a for-profit entity), employees, managers, partners, and affiliated entities of the foregoing (the "*Indemnified Parties*"), are not liable in damages or otherwise arising out of or in connection with (i) the approval, disapproval, or failure to approve or disapprove any matters requiring approval per the Dedicatory Instruments, (ii) the existence, placement, construction, modification, design, operation, repair, replacement, or maintenance related to any improvements or conditions within or in proximity to the Property, or (iii) the enforcement or nonenforcement of any Dedicatory Instrument (the "*Released Matters*"). Approval by the Indemnified Parties is not intended as any kind of representation, warranty, or guarantee as to compliance with local or state laws as to the integrity or workability of the plans or as to the contractors used.**

EACH OWNER AND OCCUPANT WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

## ARTICLE XV. ASSESSMENTS

### A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, by virtue of ownership of a Lot within the Property, covenant and agree to pay to the Association all applicable assessments and any fines, penalties, interest, and costs as more particularly set forth in this Declaration and in any Dedicatory Instrument, including the following:

1. Annual Assessment
2. Special Assessment
3. Service Area Assessment
4. Capitalization Fee
5. Community Fee

The Annual Assessment, Special Assessment, Service Area Assessment, Capitalization Fee, Community Fee, and any other assessment or charge set forth in this Declaration or in a Dedicatory Instrument (individually sometimes referred to as an “*Assessment*” and collectively, the “*Assessments*”), together with attorney’s fees, late fees, interest, and costs, are a charge and continuing lien in favor of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with attorney’s fees, late fees, interest, and costs, is also the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment became due. No diminution or abatement of Assessments or set-off may be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or another Dedicatory Instrument, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

Declarant and the Association, without the joinder of any Owner or mortgagee, have the authority, without the obligation, to assign the right to collect the Assessments created in this Declaration to a Texas nonprofit corporation which may hereafter be formed, and which has jurisdiction within the Property.

The combining of 2 or more Lots does not forgive the obligation of the Owner of such combined Lots to pay Assessments on all Lots so combined. By way of example and not limitation, if 2 Lots are combined to create 1 Homesite, the Owner of the Homesite is obligated to pay Assessments on 2 Lots. Notwithstanding anything contained in this Declaration to the contrary, in

the event 2 Lots are combined to create 1 Homesite and the Homesite is replatted into 1 Lot, the Owner of the Homesite is obligated to pay Assessments on the 2 Lots in existence prior to the replat.

B. Annual Assessments

1. Purpose

The Lots within the Property are subject to the “*Annual Assessment*”, levied pursuant to the terms set forth in this Declaration. Annual Assessments levied by the Association may be used for any legal purpose for the benefit of the Property as determined by the Board, which purposes may include installation, maintenance, repair, or improvement of any Common Area, Area of Common Authority, sidewalks, trail systems, pathways, fountains, parkways, private streets and roads, entry gates installed as a controlled access system, boulevards, esplanades, setbacks, entryways, street lighting, landscape architecture, greenbelts, fences, walls, regulatory signage, directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures, drainage swales or culverts and associated grading and drainage infrastructure; patrol service, street cleaning, mosquito control, and other services as may be in the Property’s and Owners’ interest; all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control, or operation of the Property; and one or more reserve funds.

The Association may, in its sole discretion, give one or more of the purposes set forth in this provision preference over other purposes, and it is agreed that all expenses incurred, and expenditures and decisions made by the Association in good faith are binding and conclusive on all Members. Parkways, fountains, private streets, roads, esplanades, setbacks, and entryways that are not contained in any Common Area may be included in the Association’s maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Members. Such share agreements for maintenance and improvement require the consent of a majority of the total number of directors of the Association. Additionally, Annual Assessments levied by the Association may be used, in the sole discretion of the Board, to pay the Association’s fair allocation of costs related to its participation in any agreement with other property owners associations or with owners or operators of nearby property for the benefit of the Members, such as to consolidate services, reduce costs, and provide consistency and economy of scale. Approval to enter such agreements requires a majority vote of the Board, and the Board may act unilaterally to negotiate, execute, modify, or terminate such contractual arrangements.

2. Creation

An Annual Assessment is due each year for each Lot within the Property in accordance with the provisions set forth in this Declaration. Payment of the Annual Assessment is the obligation of each Owner, subject to the provisions below, with such payment secured by the continuing lien created in this Declaration, binding and enforceable as provided in this Declaration.

3. Rate

The initial Annual Assessment rate established for each Lot within the Property payable by Owners other than Declarant is \$500.00. The Board may adjust the Annual Assessment rate in future years in accordance with this Declaration.

In the event property tax rates increase as to one or more Lots in the Property (the "*Affected Lots*") as a result of (i) a portion of the Property being annexed into the jurisdiction of a city or municipality, or (ii) one or more special purpose districts serving the Property ceasing to exist, the Board has the authority, without the obligation, to reduce the Annual Assessment rate for the Affected Lots in an amount commensurate with the increase in the property tax rate for the Affected Lots.

4. Commencement, Proration, and Due Dates

Save and except Declarant, each Owner's obligation to pay the Annual Assessment for his or her Lot commences on the date of the transfer of title to the Lot to the Owner. Any Owner, other than Declarant, who becomes record Owner of a Lot after January 1<sup>st</sup> in any year is personally responsible for and obligated to pay a prorated Annual Assessment for that year. Such prorated Annual Assessment is due on the date of the transfer of title to the Lot and is delinquent if not paid in full as of the date of transfer of title to the Lot. Thereafter, the Annual Assessment is due in advance on January 1<sup>st</sup> for each coming year and is delinquent if not paid in full as of January 31<sup>st</sup> of each year, unless another payment schedule is determined by the Board pursuant to the authority set forth in this Declaration.

Notwithstanding anything contained in this Declaration to the contrary, Annual Assessments must be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment.

5. Declarant's Obligation regarding Annual Assessments

In the event that there is a deficit between the total approved operating budget for the year and the total amount of Annual Assessments due from Class A Members (the "*Deficit*"), Declarant must elect annually to either (i) pay the Deficit and not pay Annual Assessments, or (ii) pay Annual Assessments at the rate of 50% of the Annual Assessment rate assessed Class A Members for each Lot it owns within the Property at the time of such election. Notwithstanding anything contained in this Declaration to the contrary, for ease of calculation, the Annual Assessment is not prorated as to Lots owned by Declarant. Furthermore, notwithstanding anything contained in this Declaration to the contrary, Declarant is vested with the authority, without the obligation, to elect to pay the lesser of the options set forth in this section, even if the option selected results in Declarant owing nothing. In the event that there is no Deficit, Declarant has no obligation to pay Annual Assessments as to any Lots that it owns.



Declarant is required to provide written notice to the Board each year by September 1<sup>st</sup> of its elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant will be billed for the Deficit. Declarant's obligation to fund the Deficit or pay Annual Assessments pursuant to this section automatically terminates without further action or consent by any party when Declarant's Class B Membership terminates. In the event Declarant transfers title to a Lot to an Owner or Builder after the first day of January in any year, Declarant's funding the Deficit or payment of Annual Assessments in accordance with this Declaration will not relieve such Owner or Builder from personal responsibility for a prorated Annual Assessment for that year.

Notwithstanding anything contained in this Declaration to the contrary, any Lot being used by Declarant as a model home or sales office Lot is not subject to any Assessments created in this Declaration. Upon conveyance of such model home or sales office Lot to a purchaser, the Lot is subject to all Assessments and charges provided for in this Declaration and as secured by the lien created in this Declaration.

To the extent of any conflict with a provision contained in this section and any other provision in a Dedicatory Instrument, the provision in this section will control.

6. Levying of the Annual Assessment

The Annual Assessment rate is determined at the sole discretion of the Board. The Board is responsible for determining the sufficiency or insufficiency of the then-current Annual Assessment rate to reasonably meet the expenses for providing services and capital improvements within the Property and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment rate in an amount necessary to cover the Association's anticipated expenses for providing services and capital improvements within the Property. The Annual Assessment rate may not be adjusted more than once in a calendar year, nor may any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for this purpose at which a quorum is present in person or by proxy. Any increase or decrease in the Annual Assessment rate must be effectuated as to all Lots within the Property on a uniform basis.

Notwithstanding the foregoing, the annexation of land into the Property may result in the Board adjusting the Annual Assessment rate to be charged to the annexed property such that the adjusted Annual Assessment rate might not be uniform with the Annual Assessment rate being charged to other Owners within the Property. The Board has the absolute discretion to determine any such adjustment on a case-by-case basis.

C. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a "*Special Assessment*" applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair, or replacement of a capital improvement in the Common Area or Area of Common Authority, or any unbudgeted expenses or

expenses in excess of those budgeted, or unusual, infrequent expenses benefiting the Association, provided that any such Special Assessment must have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of Declarant during the Development Period. Such Special Assessments are due and payable as set forth in the resolution authorizing such Special Assessment and may be levied only against those Owners subject to the Annual Assessment as set forth above and are prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments are due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant is not obligated to pay Special Assessments.

D. Service Area Assessment

The total Service Area Expenses budgeted for each Service Area, less any surplus in the Service Area budget from prior years, will be allocated among all Lots in a Service Area and levied annually as a "*Service Area Assessment*"; provided, however, that the Service Area Assessment levied for Lots in the Front Yard Maintenance Service Area is levied once per Maintenance Period. Unless otherwise specified in a Supplemental Amendment or other Dedicatory Instrument and except as it pertains to the Service Area Assessment levied on Lots assigned to the Front Yard Maintenance Service Area, as set forth below, commencement and proration of the Service Area Assessment will occur in the same manner as set forth in this Declaration regarding Annual Assessments. The Service Area Assessment levied on Lots assigned to the Front Yard Maintenance Service Area will be levied upon assignment of the Lot to the Front Yard Maintenance Service Area and will not be prorated. Unless otherwise specified in any Supplemental Amendment or other Dedicatory Instrument applicable to a Service Area, Service Area Assessments, including Service Area Assessments levied on Lots assigned to the Front Yard Maintenance Service Area, will be set as a uniform rate for each Lot in the Service Area. All amounts the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

In the event an Owner refuses to allow the Association or its designees to perform the services on his or her Lot pursuant to the Service Area applicable to such Lot, the Owner is not entitled to an offset from the Service Area Assessment applicable to the Lot.

E. Capitalization Fee

Each Grantee acquiring title to a Lot within the Property covenants and agrees to pay to the Association a capitalization fee (the "*Capitalization Fee*") for such acquired Lot, which Capitalization Fee is an amount equal to 100% of the then-current Annual Assessment rate plus 100% of the then-current Service Area Assessment rate charged to Owners of Lots assigned to Service Areas (excluding Service Area Assessments for Front Yard Maintenance) unless otherwise determined by the Board as provided below. The Board is responsible for determining the sufficiency or insufficiency of the then-current Capitalization Fee amount and may, via Board resolution and without a vote by the Members, increase or decrease the Capitalization Fee amount in an amount necessary to meet the budgetary needs of the Association, as determined in the

Board's sole discretion. Any such increase or decrease in the Capitalization Fee amount must be effectuated as to all Lots within the Property on a uniform basis.

Capitalization Fees are payable to the Association on the date of the transfer of title to a Lot and are not prorated. The Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and is not an advance payment of such Annual Assessment. The payment of the Capitalization Fee is secured by the continuing lien set forth in this Declaration, and the Capitalization Fee is collected in the same manner as Assessments.

A transferring Owner must notify the Association's Secretary, or managing agent, of a pending title transfer at least 7 days prior to the transfer. Such notice must include the name of the Grantee, the date of title transfer, and any other information as the Board may require. Capitalization Fees may be used by the Association for any legal purpose which, in the Association's sole discretion, is for the benefit of the Property, including the placement of Capitalization Fees in a reserve account.

1. Exempt Transfers. Notwithstanding the above, a Capitalization Fee will not be levied upon the transfer of title to a Lot:
  - a. to Declarant;
  - b. by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
  - c. to the Owner's estate, trust, surviving spouse, or child;
  - d. to any entity wholly owned by Declarant; provided, upon any subsequent transfer of an ownership interest in such entity, the Capitalization Fee will become due;
  - e. to the Association; or
  - f. by the Association.

F. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorney's fees, interest, late fees, and costs as necessary for collection (including payment processing costs that may be charged by the Association, which may include pay-to-pay fees), are a charge on and a continuing lien upon the land in favor of the Association against which each such Assessment is made. Each such Assessment, together with attorney's fees, interest, late fees, and costs, is also the personal obligation of the Owner of the Lot at the time the Assessment became due.

2. Unless another due date is established for Assessments in accordance with this Declaration, any Assessment not paid within 30 days after the due date bears interest from the due date at the lesser of (a) 18% or (b) the maximum non-usurious rate of interest. No

Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien is created in favor of the Association. Such lien runs with title to each Lot within the Property and may be foreclosed upon by the Association pursuant to the laws of the State of Texas. Each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

4. The President of the Association, or his or her designee, is appointed trustee to exercise the Association's power of sale. The trustee will not incur any personal liability except for his or her own willful misconduct.

5. Although no further action is required to create or perfect the lien, the Association may, as further evidence of the lien, give notice of the lien, by executing and recording a document setting forth notice (i) that delinquent sums are due the Association at the time such document is executed and (ii) the fact that a lien exists to secure the repayment thereof. The failure of the Association to execute and record any such document does not affect the validity, enforceability, or priority of the lien. If required by law, the Association will also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

6. In the event the Association has determined to foreclose its lien provided in this Declaration, and to exercise the power of sale hereby granted, such foreclosure will be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained in this Declaration to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established in this Declaration, including nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

7. At any foreclosure proceeding, any person or entity, including Declarant, the Association, or any Owner, has the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote may be exercised on its behalf; and (2) no Assessment may be levied on it. Out of the proceeds of such sale, there will be paid first, all expenses incurred by the Association in connection with such default, including attorney's fees and trustee's fees; second, from such proceeds there will be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges, and attorney's fees; and third, the remaining balance, if any, will be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on, and each Occupant of any improvements thereon will be

deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

G. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs, and attorney's fees, provided for in this Declaration is subordinate to the lien of any purchase money mortgage (including any renewal, extension, rearrangement, or refinancing thereof) on any Lot or Homesite, and any improvement lien held by the Lienholder as to Lots and Homesites owned by Declarant. The sale or transfer of any Lot or Homesite does not affect the lien and the sale or transfer will not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Where the Lienholder, other mortgagee holding a purchase money mortgage of record, or other purchaser of a Lot or Homesite obtains title pursuant to foreclosure of the mortgage, it is not liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title; however, from the date of foreclosure forward, such Assessments will again accrue and be payable to the Association.

H. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot or Homesite is presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

**ARTICLE XVI. COMMUNITY COMMITTEE**

The Madeira Community Committee (the "*Community Committee*") is a duly appointed committee of the Association and is administered by the Board. The Community Committee is vested with advisory powers only and is not authorized to act on behalf of the Association. A "*Community Fee*", as set forth in this Declaration, is administered by, and subject to the jurisdiction of the Association, with the assistance of the Community Committee. The Board, in its sole discretion, has the authority to terminate the Community Committee at any time and to administer the Community Fee in accordance with the purposes set forth in this Declaration.

A. Number of Community Committee Members

The number of members of the Community Committee is no less than 3 and no more than 7. The members are appointed by the Board.

B. Composition of Community Committee

Community Committee members may be Members or non-members of the Association; however, all Members appointed to the Community Committee must be Members in Good Standing and must meet the following requirements:

1. Spouses or adults living in the same Dwelling may not serve on the Community Committee at the same time.

2. Community Committee members serve terms as established by the Board. The Board may establish staggered terms at the appointment of the initial Community Committee members. From and after the expiration of the term of office of the initial Community Committee members, each subsequently appointed Community Committee member serves until his or her successor is appointed by the Board.

C. Operation of Community Committee

The Community Committee may provide input to the Board with respect to proposed expenditures of the Community Fee. The Community Committee will serve as the contact point for Owners, individuals and entities who make requests for funding with respect to discussing proposed expenditures of the Community Fee. The Community Committee members may, but are not obligated to, attend all meetings of the Board (while not in executive session) and may make recommendations to the Board.

D. Meetings of the Community Committee

The Community Committee may hold meetings and may keep records of such meetings at the office of the Association, or at such other places as may be established by the Community Committee members. At all meetings of the Community Committee, a majority of Community Committee members constitutes a quorum.

E. Authority of Community Committee

The Community Committee operates only as an advisory body to the Board. A Community Committee member may not authorize any transaction, activity, expenditure of Association funds, or expenditure of any Community Fee on behalf of the Association unless expressly authorized to do so in writing by the Board. The Community Committee may not be involved in the routine management and operations of the Association. The Community Committee may make recommendations to the Board regarding making grants from Community Fees and establishing the recipient(s), means, and methods of distributing such grants from Community Fees.

F. Appointment, Removal, Resignations

A Community Committee member may be removed for cause from the Community Committee by the Board upon 30 days written notice. "Cause" includes, but is not limited to:

1. Any act of harassment toward any Community Committee member, Board member, Declarant, or any other Association volunteer;
2. Any detrimental or abusive attitude or behavior toward any Community Committee member, Board member, Declarant, an Association volunteer, the Association, or the Property;
3. Attending a meeting of the Community Committee or the Board while under the influence of alcohol or illegal drugs;

4. Participating in the reckless or intentional misrepresentation of information relating to the Community Committee, the Association, the Board, Declarant or the Property;
5. Misusing information relating to the Community Committee, the Association, the Board, Declarant or the Property;
6. Using the contact information of any Owner within the Property;
7. Soliciting personal business or gain while acting in the capacity of a Community Committee member;
8. Communicating directly with any vendor of the Association or requesting a vendor to submit a bid to provide services to the Association without the express written approval to do so from the Board;
9. Failing to fully disclose to the Association any personal or business relationship with a vendor of the Association;
10. Missing 3 consecutive meetings of the Community Committee; and
11. Failing to qualify as a Member in Good Standing of the Association.

G. Purposes

The purposes of the Community Committee and the Community Fees are (i) to invest in the future of Madeira and the surrounding community, (ii) to supplement and complement the functions of the Association, and (iii) to enhance services and resources for the community through the sponsorship of programs, activities, and events in and around Madeira.

All Community Fees are collected by the Association and are deposited into a segregated account used for such purposes as the Board, upon recommendation by the Community Committee, deems beneficial to the general good and welfare of the Madeira community. By way of example and not limitation, such Community Fees may be used to assist the Association, one or more nonprofit entities, or community projects in funding:

1. The preservation and maintenance of natural areas, wildlife preserves, archaeological sites, areas of historical or cultural significance, or similar conservation areas, and the sponsorship of educational programs and activities which contribute to the overall understanding, appreciation, and preservation of the natural environment at Madeira and the surrounding community;
2. Programs and activities which serve to promote a sense of community within Madeira, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs;
3. Social services, community outreach programs, and other charitable causes;

4. The enhancement or improvement of infrastructure within Madeira;
5. Lifestyle enhancing programs, such as studio art and art appreciation, music, craft, nature, and vocational classes;
6. Enhancement of existing programs within an established institution, or the funding of programs that are entirely independent of established institution, such as scholarships; or
7. Any other expenditure, service, enhancement, improvement, or program agreed to by the Board.

It is Declarant's expectation that the utilization of the Community Fees will evolve with the life cycle of the maturing of Madeira. The Community Committee will continually adjust its focus to provide the most relevant resident enrichments to the overall environment of Madeira and the surrounding community. The Community Committee will evaluate various options for program enhancements or supplementation and advise the Board of those programs that the Community Committee believes will contribute the greatest benefit to the overall community. The utilization of the Community Fees may be altered at any time by a decision of Declarant during the Development Period and thereafter by the Board.

#### H. Obligation to pay Community Fee

Community Fees are levied on every real estate transaction as set out below.

##### 1. Authority

The Board has the authority to establish and collect a Community Fee from the Grantee upon each transfer of title to a Lot within Madeira (except transfers which are specifically exempted in this Declaration). Such Community Fee is payable to the Association on the date of the transfer of the Lot and is secured by the Association's lien for Assessments established in this Declaration. The transferring Owner must notify the Association's Secretary, or managing agent, of a pending title transfer at least 7 days prior to the transfer. Such notice must include the name of the Grantee, the date of title transfer, and other information as the Board may require.

##### 2. Levying of the Community Fee

The Board, from time to time, will determine the amount of the Community Fee. The Community Fee may be set as a flat fee or be based upon a sliding scale which varies in accordance with the "**Gross Selling Price**" of the Lot or another factor as determined by resolution of the Board; provided, any such Community Fee may be equal to an amount not greater than 1.5% of the Gross Selling Price of the Lot. The Gross Selling Price is the total cost to the purchaser of the Lot including improvements, as indicated on the title company's closing statement. The Board is responsible for determining the sufficiency or insufficiency of the then-current Community Fee amount and may, via Board resolution and without a vote by the Members, increase or decrease the Community Fee amount in any amount the Board deems beneficial to the general good and welfare of the community, as determined in the Board's sole discretion. Any such increase or



decrease in the Community Fee amount must be effectuated as to all Lots within the Property on a uniform basis.

The amount of the initial Community Fee is equal to 100% of the then-current Annual Assessment rate and remains at this level until such time as the amount is changed by resolution of the Board.

The Community Fee is charged to the Grantee of a Lot, is due on the date of transfer of title of a Lot, and is delinquent if not paid in full on the date of transfer of title for the Lot.

3. Exempt Transfers

Notwithstanding the above, no Community Fee may be levied upon transfer of title to a Lot:

- (a) by a co-Owner to a person who was a co-Owner immediately prior to such transfer;
- (b) to the Owner's estate, trust, surviving spouse, or child;
- (c) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage;
- (d) to a Builder;
- (e) by Declarant;
- (f) to Declarant;
- (g) by the Association; or
- (h) to the Association.

I. General Provisions

No Community Committee member may receive any compensation from the Association for acting as a Community Committee member; provided, however, that a Community Committee member may be reimbursed for expenses incurred on behalf of the Community Committee upon approval of a majority of the Board.

J. Business Judgment Rule

Any act or thing done by any Community Committee member taken in furtherance of the purposes of the Community Committee and accomplished in conformity with the procedures set forth in this Declaration, with the laws of the State of Texas, and with the Bylaws of the Association, must be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done is not a breach of duty on the part of the committee member if it has been done within the exercise of his or her discretion and judgment.

The Business Judgment Rule means that a court may not substitute its judgment for that of the committee member. A court may not re-examine the quality of the decisions made by the committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the committee member believes to be the best interest of the Association.

K. Indemnity

The Community Committee members will be indemnified by the Association pursuant to the indemnification provision contained in the Association's Bylaws.

L. Amendment

Notwithstanding anything contained in this Declaration to the contrary, any amendment to any of the provisions in this Community Committee Article is void and of no effect unless approved by the Association, and for so long as the Development Period exists, with the consent and joinder of Declarant.

**ARTICLE XVII. MODIFICATION AND TERMINATION OF COVENANTS**

Notwithstanding anything contained in this Declaration to the contrary, in the event this Declaration or a Supplemental Amendment is amended and restated in the future, such amendment and restatement will not affect or disturb the lien created in this Declaration or any annexation accomplished by the Supplemental Amendment, which lien and annexation will continue to be in full force and effect from the date the Declaration and Supplemental Amendment were recorded.

A. Amendment by Declarant

In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment may not adversely affect the title to any Lot or Homesite unless the Owner consents to the amendment in writing.

After the expiration of the Development Period, Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owner, entity, lender, or other person if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) necessary for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration or in any Supplemental Amendment, or for correcting any inadvertent misstatements, errors, or omissions in this Declaration or in any Supplemental Amendment.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant must be recorded in the Official Public Records of Cameron County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control.

Any amendment made by Declarant becomes effective upon recording unless otherwise specified in the amendment.

B. Amendment by Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified, or terminated by the approval of the Owners of a majority of the Lots and the written consent of Declarant. After the termination of the Development Period, approval by the Owners of a majority of the Lots is required to amend, modify, or terminate this Declaration and any Supplemental Amendment; provided, however, any such amendment or termination must be approved in writing by the Association. Upon approval of the Owners, as set out above, of the amended declaration or amended Supplemental Amendment (as evidenced by the President's or Vice-President's signature), the amended declaration or amended Supplemental Amendment must be recorded in the Official Public Records of Cameron County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained in this Declaration to the contrary, the Association is entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or sent via email to the Owner's email address as reflected in the Association's records;
3. door-to-door circulation of a petition by the Association or a person authorized by the Association; or
4. any other method permitted under this Declaration or applicable law.

No amendment to the Declaration or to any Supplemental Amendment may limit the rights of Declarant pertaining to the Declaration and any Supplemental Amendment. Particularly reserved to Declarant is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Property, as provided in this Declaration; and such designation, or subsequent change of designation, may not be deemed to adversely affect any substantive right of any existing Owner.

C. Amendment by the Board

After the termination of the Development Period, this Declaration and any Supplemental Amendment may be amended by the affirmative vote of at least 2/3 of the directors of the Board, without the joinder or consent of any Owner, entity, lender, or other person, if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts in this Declaration or in any Supplemental Amendment.

. For purposes of this provision, the affirmative vote of at least 2/3 of the directors of the Board (who are Owners entitled to vote on any such amendment) satisfies the "lower percentage" requirement of Texas Property Code 209.0041(h-1) or its successor statute.

Any amendment to the Declaration or a Supplemental Amendment made by the Board must be recorded in the Official Public Records of Cameron County, Texas, whereupon, to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the amendment will control.

**ARTICLE XVIII. ALTERNATE DISPUTE RESOLUTION**

It is the intent of the Association and Declarant to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances, or disputes involving the Property, including claims grievances or disputes arising out of or relating to the interpretation, application, or enforcement of the Dedicatory Instruments.

A. Dispute Resolution

No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners, Members, the Board, officers in the Association, or the Association; provided, however, the Board has discretion to determine whether the Association will participate in the dispute resolution procedures regarding claims made by the Association or enforcement of the Dedicatory Instruments.

Disputes between Owners that are not regulated by this Declaration are not subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a mediator may not reside in the Property, work for any of the parties, represent any of the parties, or have any conflict of interest with any of the parties. Costs for such mediator must be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than 30 days), each party must select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution do not apply to the collection of Assessments or the foreclosure of the lien by the Association as set out in this Declaration.

E. Term

This Article is in full force and effect during the Development Period. Thereafter, this Article remains in full force and effect unless, at the first open meeting of the Association after such initial period, a majority of the Board votes to terminate the provisions of this Article.

**ARTICLE XIX. GENERAL PROVISIONS**

A. Severability

The invalidity of any one or more of the provisions of this Declaration does not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner must comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the

provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular, wherever used in this Declaration, must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

D. Interpretation

For purposes of this Declaration, (a) “include”, “includes”, and “including” are deemed to be followed by the words “without limitation”, (b) “or” is not exclusive, (c) “any” means “any and all”, and (d) “may not” is a prohibition and does not mean “might not” or its equivalents.

E. Headlines

The titles and captions for this Declaration and the sections contained in this Declaration are for convenience only and may not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

F. Governing Law

The provisions in this Declaration are governed by and enforceable in accordance with the laws of the State of Texas, and venue is mandatory in Cameron County, Texas. Any obligations performable pursuant to this Declaration are to be performed in Cameron County, Texas.

G. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board, which fines are secured by the continuing lien set out in this Declaration.

H. Books and Records

The books, records, and papers of the Association are subject to inspection by any Member upon written request and by appointment during normal business hours pursuant to an Access, Production, and Copying Policy adopted by the Association.

I. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration is deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

J. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association will administer any restrictions together with any Declarations of Covenants, Conditions, and Restrictions governing these and any other properties, under one administration. No such merger or consolidation may cause any revocation, change, or addition to this Declaration.

K. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite. If an Owner fails to notify the Association of his/her current address, the Association may use the address of the Lot or Homesite as the current address. If an Owner leases the property, he must supply the name of the Occupant present upon the execution of any lease.

L. Security

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, PROPERTY, DWELLINGS, AND IMPROVEMENTS, AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS, ACCESS GATES, OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY OTHER SIMILAR IMPROVEMENTS WITHIN THE PROPERTY.

THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF CERTAIN IMPROVEMENTS OR SERVICES WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT ACCESS GATES, IF ANY, ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT (INCLUDING ITS AFFILIATES), AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT (i)

ANY ACCESS GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, (ii) ANY FIRE ALARM SYSTEM, BURGLAR ALARM SYSTEM, ACCESS GATE, OR OTHER SIMILAR IMPROVEMENTS OR SYSTEMS WILL BE IN WORKING CONDITION AT ALL TIMES, OR (iii) PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

M. View Impairment

Neither Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, Areas of Common Authority, Reserve Areas, or open spaces within the Property will be preserved without impairment. Declarant and the Association have no obligation to relocate, prune, or thin trees, shrubs, or other landscaping. The Association has the right, without the obligation, to relocate, prune, thin, or add trees and other landscaping or improvements to the Common Area. There are no express or implied easements for view purposes or for the passage of light and air. No Owner has the right to object to the construction of improvements on any adjacent or nearby Lot, Area of Common Authority, or Common Area, based on the impact of such improvements on the Owner's view.

N. Video, Data and Communication Service Agreements

Declarant or the Association (subject to the approval of Declarant during the Development Period) has entered or may enter into a global agreement with a service provider for the provision of cable television, data, or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located within the Property. Payment for services and benefits provided pursuant to video, data, or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted in this Declaration, and such Assessments are supported by the lien created in this Declaration. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data, or communication services provided and paid for by the Association with Assessments.

O. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners also apply to all Occupants of any Lot or Dwelling. Each Owner must cause all Occupants of their Lot to comply with the Dedicatory Instruments, and each Owner is responsible for all violations, losses, and damages caused by an Occupant of the Owner's Lot, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Property or that any lease, agreement, or permission given allowing the Occupant to be present be terminated.



P. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than Declarant, desiring to sell or otherwise transfer title to his or her Lot must give the Board at least 7 days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The person, other than Declarant, transferring title is jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot must pay to the Association an administrative fee to cover the administrative expenses associated with updating the Association's records, which administrative fee is supported by the lien created in this Declaration. This administrative fee will be an amount determined by the Board, and will include fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than Declarant, may transfer title to a Lot, together with the improvements thereon, until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute, indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code (the "**Resale Certificate**").

In accordance with Chapter 207 of the Texas Property Code, as same may be amended from time to time, the Association may charge a reasonable fee, to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created in this Declaration.

Q. Trademark

Declarant is the prior and exclusive owner and proprietor of and reserves all rights with respect to the trademark for Madeira (the "**Trademark**"). Unless and until a written license agreement has been sought and obtained from Declarant (and in this connection, Declarant may withhold consent in its sole and absolute discretion), no person or entity may at any time or for any reason whatsoever, use, depict, draw, demonstrate, reproduce, infringe, copy, or resemble, directly or indirectly, the Trademark. Notwithstanding anything contained in this Declaration to the contrary, Declarant specifically grants to the Association, a residential nonprofit association which may hereafter be formed, or a nonprofit master association which may hereafter be formed with jurisdiction over the Property (each such nonprofit corporation is referred to as an "**Authorized User**"), the right to use the Trademark on a limited basis in the administration, consistent with the Dedicatory Instruments of the Property, and the enforcement of restrictive covenants encumbering the Property located in Cameron County, Texas. The right to use the Trademark may continue for so long as an Authorized User (i) operates as a Texas nonprofit corporation in conformance with its Dedicatory Instruments and pursuant to its purpose; and (ii) does not engage in the development or sale of real property within the Property.

R. Number of Lots Subject to Declaration

The number of residential Lots that may be created within the Property and made subject to this Declaration is 2,500. Provided, this section does not constitute warranty or representation by Declarant as to the total number of Lots that will ultimately be created and subjected to the provisions of this Declaration.

S. Water Management

Each Owner acknowledges and agrees that some or all of the water features, which may include resacas, rivers, canals, ponds, streams, creeks, lakes or any wetlands in or in proximity to the Property, may be designed as water management areas and are not designed solely as aesthetic features. Each Owner acknowledges and agrees that, due to the unique location and topography of the Property, it is possible during storm events for sheet flow to cross from Lot to Lot rather than flowing either to the front or rear of the Lots. Due to fluctuations in water elevations within the immediate area and as a result of natural events, such as hurricanes or tropical storms, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Association nor Declarant has, and neither is obligated to, exert control over such elevations. Each Owner agrees, by purchase of a Lot, to release and discharge Declarant and the Association, including their respective officers and directors, from and against any losses, claims, damages (compensatory, consequential, punitive, or otherwise), injuries, deaths, and expenses of whatever nature or kind, including legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners may not alter, modify, expand, fill, or otherwise adversely affect any water features, wetlands, or waterways located within or in the vicinity of the Property without the prior written approval of the authorities as may have relevant jurisdiction over such matters.

T. Master Plan

“*Master Plan*” means the land use plan for the development of Madeira, if any, prepared by or at the request of Declarant, as it may be amended by Declarant in its sole and absolute discretion, from time to time, which plan includes the Property encumbered by this Declaration. The Association is not a party to Declarant’s Master Plan and has no authority regarding Declarant’s land use decisions. The Master Plan may include all, none, or a portion of property owned by Declarant, which Declarant may, without the obligation to do so, from time to time subject to this Declaration by a subsequently recorded written document. Inclusion of property on the Master Plan does not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor does the exclusion of property owned by Declarant from the Master Plan bar its later annexation in accordance with this Declaration. Additionally, any use indicated on the Master Plan is tentative and subject to change by Declarant without notice to the Owners.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4<sup>th</sup> day of December, 2024.

**DECLARANT:**

Madeira Development LLC,  
a Texas series limited liability company

By: Madeira Management, LLC,  
a Texas limited liability company,  
its Manager

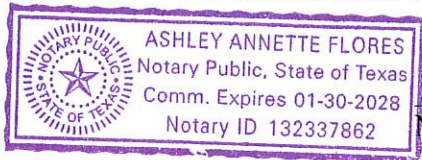
By: [Signature]  
Jorge Ibarra, Manager

By: [Signature]  
Dennis Sanchez, Manager

STATE OF TEXAS §  
COUNTY OF Cameron §

BEFORE ME, the undersigned authority, on this day personally appeared Jorge Ibarra, Manager of Madeira Management, LLC, a Texas limited liability company, Manager of Madeira Development LLC, a Texas series limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4<sup>th</sup> day of December, 2024.

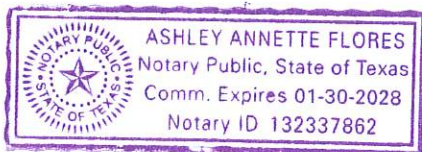


[Signature]  
Notary Public – State of Texas

STATE OF TEXAS §  
COUNTY OF Cameron §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Sanchez, Manager of Madeira Management, LLC, a Texas limited liability company, Manager of Madeira Development LLC, a Texas series limited liability company, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in this Declaration and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4<sup>th</sup> day of December, 2024.




[Signature]  
Notary Public – State of Texas

**LIENHOLDER CONSENT AND SUBORDINATION**

International Bank of Commerce, a Texas banking corporation, being the sole beneficiary of an improvement lien (as set forth in the Declaration) and other liens, assignments and security interests encumbering all or a portion of the Property consents to the terms and provisions of this Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens or security instruments securing the indebtedness to the Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are made by Lienholder, Lienholder's joinder being solely limited to such consent and subordination.

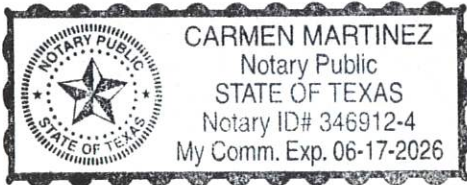
SIGNED AND EXECUTED THIS on December 4, 2024.

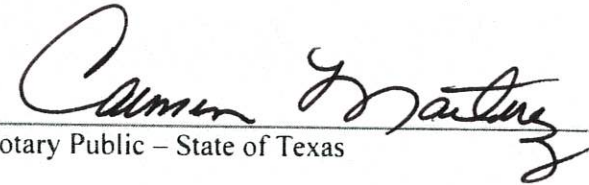
INTERNATIONAL BANK OF COMMERCE, a Texas banking corporation

By:   
Name: Cesar Valdez  
Title: Senior Vice President

STATE OF TEXAS                   §  
   §  
COUNTY OF CAMERON       §

This instrument was acknowledged before me on the 4th day of December 2024, by Cesar Valdez, the Senior Vice President of International Bank of Commerce, a Texas banking corporation, on behalf of this entity.



  
Notary Public – State of Texas

# FERRIS, FLINN & MEDINA, LLC

E N G I N E E R S   S U R V E Y O R S

11 December 2024

## METES AND BOUNDS 0.80 ACRE – ENTRANCE MONUMENT PARCEL ANCHOR TRACT


**BEING 0.80 ACRE OF LAND** out of Madeira Boulevard, Acacia Place at Madeira Phase One, recorded in Document Numbers 14923 through 14935 consecutively, Map Records, Cameron County, Texas out of Share 1, Espiritu Santo Grant, Cameron County, Texas; Said **0.80 Acre of Land** being more particularly described by metes and bounds as follows:

**COMMENCING** at the intersection of the North Right of Way of Madeira Boulevard (Having a Right of Way with Varying Width) and the North Right of Way of Interstate 69, for the Northwest corner and **POINT OF BEGINNING** of the tract herein described; (Having coordinate values X = 1292191.1690 Y = 16547204.1323 based on the Texas State Plane Coordinate System, South Zone, NAD83)

- 1) **THENCE** leaving the North Right of Way of Interstate 69 and along the North Right of Way of Madeira Boulevard, **North 89 Deg. 49 Min. 11 Sec. East** a distance of **90.27 Feet** to a point, for a corner of the tract herein described;
- 2) **THENCE**, **South 45 Deg. 00 Min. 00 Sec. East** a distance of **91.59 Feet** to a point, for a corner of the tract herein described;
- 3) **THENCE**, **North 45 Deg. 00 Min. 00 Sec. East** a distance of **45.83 Feet** to a point at the Point of Curvature of a curve to the Left, for a corner of the tract herein described;
- 4) **THENCE** along said curve to the Left, having a Radial Bearing of **North 45 Deg. 00 Min. 00 Sec. West**; a **Radius of 434.00 Feet**; **An Arc Length of 195.13 Feet**; A Delta Angle of **25 Deg. 45 Min. 40 Sec.**, with A Chord Bearing of **North 32 Deg. 07 Min. 10 Sec. East** and a Chord Length of **193.46 feet** to a point on a curve to the Right, for an angle point of the tract herein described;
- 5) **THENCE** along said curve to the Right, having a Radial Bearing of **South 70 Deg. 02 Min. 28 Sec. East**; a **Radius of 284.00 Feet**; **An Arc Length of 62.31 Feet**; A Delta Angle of **12 Deg. 34 Min. 17 Sec.**, with A Chord Bearing of **North 26 Deg. 14 Min. 41 Sec. East** and a Chord Length of **62.19 feet** to a point on a curve to the Right, for the Northeast corner of the tract herein described;
- 6) **THENCE** along said curve to the Right, having a Radial Bearing of **South 57 Deg. 28 Min. 11 Sec. East**; a **Radius of 10.00 Feet**; **An Arc Length of 15.42 Feet**; A Delta Angle of **88 Deg. 19 Min. 53 Sec.**, with A Chord Bearing of **North 76 Deg. 41 Min. 46 Sec. East** and a Chord Length of **13.93 feet** to a point at the Point of Tangency, for an angle point of the tract herein described;
- 7) **THENCE**, **South 59 Deg. 08 Min. 18 Sec. East** a distance of **41.58 feet** to a point at the Point of Curvature of a curve to the Right, for a corner of the tract herein described;
- 8) **THENCE** along said curve to the Right, having a Radial Bearing of **South 30 Deg. 51 Min. 42 Sec. West**; a **Radius of 10.00 Feet**; **An Arc Length of 15.39 Feet**; A Delta Angle of **88 Deg. 11 Min. 42 Sec.**, with A Chord Bearing of **South 15 Deg. 02 Min. 27 Sec. East** and a Chord Length of **13.92 feet** to a point on a curve to the Right, for the Southeast corner of the tract herein described;
- 9) **THENCE** along said curve to the Right, having a Radial Bearing of **North 60 Deg. 56 Min. 36 Sec. West**; a **Radius of 765.00 Feet**; **An Arc Length of 75.07 Feet**; A Delta Angle of **05 Deg. 37 Min. 21 Sec.**, with A Chord Bearing of **South 31 Deg. 52 Min. 05 Sec. West** and a Chord Length of **75.04 feet** to a point on a curve to the Left, for an angle point of the tract herein described;

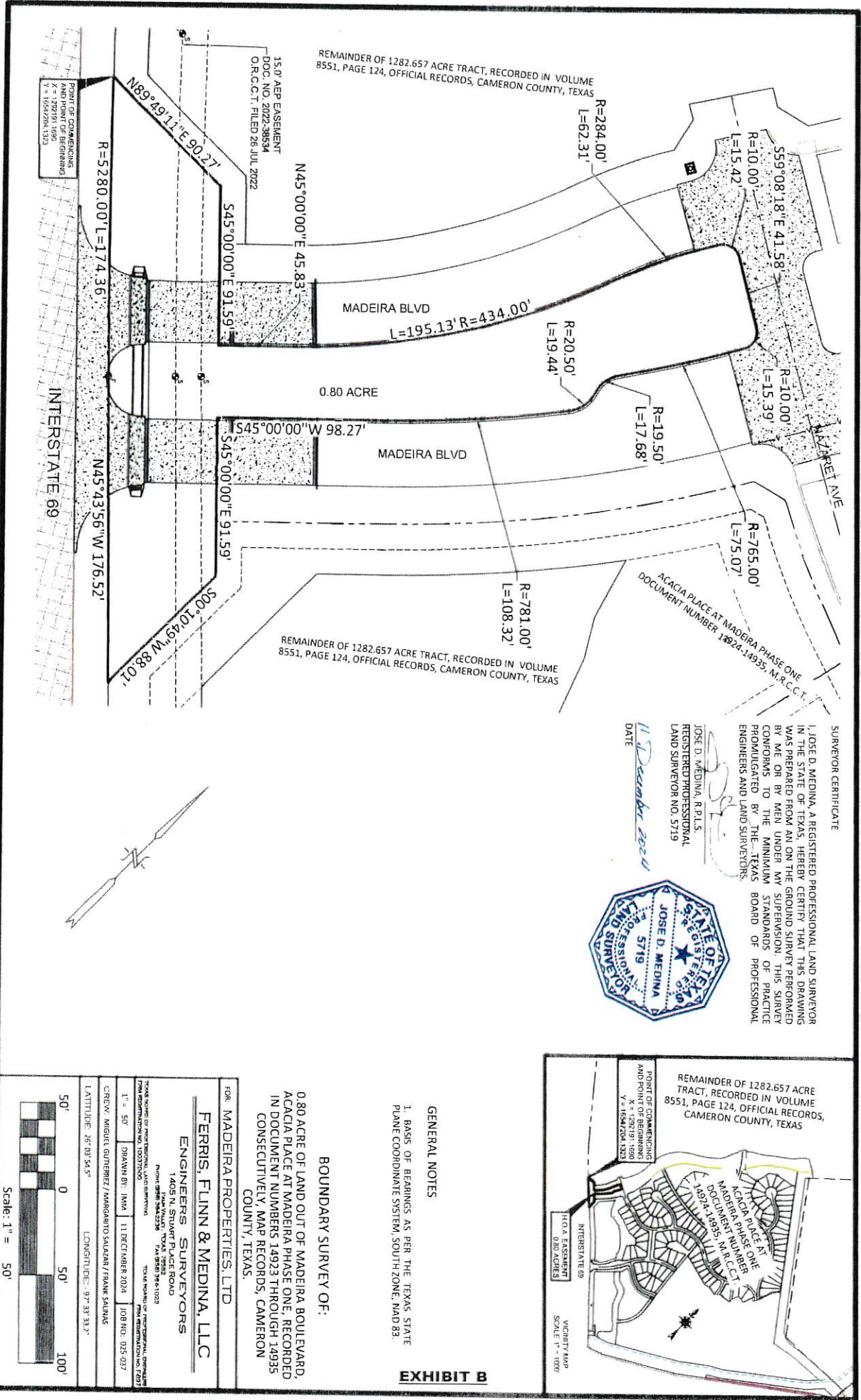
- 10) **THENCE** along said curve to the Left, having a Radial Bearing of South 55 Deg. 19 Min. 14 Sec. East; a **Radius of 19.50 Feet; An Arc Length of 17.68 Feet**; A Delta Angle of 51 Deg. 57 Min. 09 Sec., with A Chord Bearing of South 08 Deg. 42 Min. 11 Sec. West and a Chord Length of 17.08 feet to a point on a curve to the Right, for an angle point of the tract herein described;
- 11) **THENCE** along said curve to the Right, having a Radial Bearing of North 72 Deg. 43 Min. 37 Sec. West; a **Radius of 20.50 Feet; An Arc Length of 19.44 Feet**; A Delta Angle of 54 Deg. 19 Min. 35 Sec., with A Chord Bearing of South 09 Deg. 53 Min. 24 Sec. West and a Chord Length of 18.72 feet to a point on a curve to the Right, for an angle point of the tract herein described;
- 12) **THENCE** along said curve to the Right, having a Radial Bearing of North 52 Deg. 56 Min. 48 Sec. West; a **Radius of 781.00 Feet; An Arc Length of 108.32 Feet**; A Delta Angle of 07 Deg. 56 Min. 48 Sec., with A Chord Bearing of South 41 Deg. 01 Min. 36 Sec. West and a Chord Length of 108.24 feet to a point at the Point of Tangency, for an angle point of the tract herein described;
- 13) **THENCE, South 45 Deg. 00 Min. 00 Sec. West** a distance of **98.27 Feet** to a point on the South Right of Way of Madeira Boulevard, for a corner of the tract herein described;
- 14) **THENCE, South 45 Deg. 00 Min. 00 Sec. East** a distance of **91.59 Feet** to a point, for an angle point of the tract herein described:
- 15) **THENCE, South 00 Deg. 10 Min. 49 Sec. West** a distance of **88.01 Feet** to a point, for the Southwest corner of the tract herein described:
- 16) **THENCE, North 45 Deg. 43 Min. 56 Sec. West** a distance of **176.52 Feet** to a point at the Point of Curvature of a curve to the Right, for an angle point of the tract herein described:
- 17) **THENCE** along said curve to the Right, having a Radial Bearing of North 44 Deg. 16 Min. 04 Sec. East; a **Radius of 5280.00 Feet; An Arc Length of 174.36 Feet**; A Delta Angle of 01 Deg. 53 Min. 31 Sec., with A Chord Bearing of North 44 Deg. 47 Min. 13 Sec. West and a Chord Length of 174.35 feet to the **POINT OF BEGINNING**; Containing **0.80 Acre of Land** within the metes and bounds.

Basis of bearing as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description. All Dimensions are in feet and decimal thereof.

  
Jose D. Medina, R.P.L.S.  
Registered Professional  
Land Surveyor No. 5719

11 December 2024  
Date



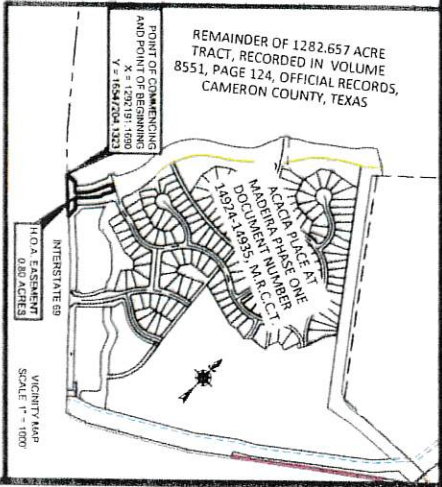


SUPERVISOR CERTIFICATE

I, JOSE D. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM AN ON THE GROUND SURVEY PERFORMED BY ME OR BY MEN UNDER MY SUPERVISION. THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOSE D. MEDINA, R.P.L.S.  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5719

DATE: December 2024



GENERAL NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.

BOUNDARY SURVEY OF:  
0.80 ACRE OF LAND OUT OF MADEIRA BOULEVARD, ACACIA PLACE AT MADEIRA PHASE ONE, RECORDED IN DOCUMENT NUMBERS 14923 THROUGH 14935 CONSECUTIVELY, MAP RECORDS, CAMERON COUNTY, TEXAS.

FOR: MADEIRA PROPERTIES, LTD	
FERRIS, FLINN & MEDINA, LLC	
ENGINEERS SURVEYORS	
1405 N. STUART PLACE ROAD	
PHOENIX, ARIZONA 85028	
PHONE: (602) 998-2222	FAX: (602) 998-1122
EMAIL: INFO@FERRISFLINN.COM	WWW.FERRISFLINN.COM
TOTAL NUMBER OF PROFESSIONAL SURVEYORS	TOTAL NUMBER OF REGISTERED PROFESSIONAL SURVEYORS
1	1
DATE: 11 DECEMBER 2024	JOB NO.: 025-037
DRAWN BY: MMA	CHECKED BY: MARGARITO SUAZARI / FRANK SALDAS
CHECKED BY: MMA	
LATITUDE: 26° 03' 54.5"	LONGITUDE: -97° 31' 33.2"
Scale: 1" = 50'	

FILED FOR RECORD  
AT 7:31 O'CLOCK 10 P M

DEC 11 2024

SYLVIA GARZA-PEREZ  
CAMERON COUNTY CLERK  
By  Deputy