

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



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***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
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DAVID CROOK
ATTORNEY AT LAW
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MCALLEN TX 78503

User / Station: A Uresti - Cash Superstation 08



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MADISON PARK SUBDIVISION, PHASE I**

J.Q.S. Investments, L.P., a Texas limited partnership, ("Declarant") filed the Declaration of Covenants, Conditions, and Restrictions ("Declaration") for Madison Park Subdivision, Phase I ("the Property") which is recorded as Document Number 1719908 in the Official Records of Hidalgo County, Texas. As of the date hereof, Declarant owns one and one-half lots in the Property. Pursuant to Article IX, Section 3(a) of the Declaration, Declarant has the right to amend the Declaration as set forth in this instrument. Declarant now amends the Declaration as follows:

1. The title of the Declaration is amended to read as follows: Declaration of Covenants, Conditions and Restrictions for Madison Park Subdivision, Phases I and II.
2. The legal description of the real property subject to the Declaration is amended to read as follows:

Tract 1:

Lots one (1) through ninety-two (92), inclusive, Madison Park Subdivision, Phase I, Hidalgo County, Texas, as the same is recorded in Volume 52, Page 16, Map Records, Hidalgo County, Texas, sometimes referred to as "Madison Park Phase I".

Tract 2:

The tract of land identified as "Future Phase II Madison Park" on the plat of Madison Park Subdivision Phase I, more particularly described by metes and bounds as follows:

A 5.39 acre tract (3.66 ac. net) out of the Southwest corner of Lot 5, Block 1, A. J. McColl Tract, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 21, Page 598, Deed Records of Hidalgo County, Texas. Said 5.39 acre tract being more particularly described by metes and bounds as follows:

BEGINNING, at the Southwest corner of Lot 5, Block 1;

THENCE, North 08°42'00" East, with the West line of said Lot 5, a distance of 616.00 feet to the Madison Park Phase I Subdivision, for a corner of this tract of land;

THENCE, North 81°18'00" West, a distance of 100.00 feet to the East right-of-way line of Jackson Road for an inner corner of this tract of land;

THENCE, North 53°42'00" East, along the South right-of-way line of Crystal Falls

Avenue, a distance of 35.36 feet to an outer corner of this tract of land;

THENCE, South 81°18'00" East, parallel to the South line of said Lot 5 and continuing along the south right-of-way line of said Crystal Falls Avenue, a distance of 245.92 feet to the Northeast corner of this tract of land;

THENCE, South 08°42'00" West, at 601.00 feet pass the North right-of-way line of Wisconsin Road, at 641.00 feet in all to the South line of said Lot 5 for the southeast corner of this tract of land;

THENCE, North 81°18'00" West, with the South lot line of said Lot 5, a distance of 370.91 feet in all to the point of beginning, containing 5.39 acres of land more or less, of which 1.73 acre lies in road right-of-way leaving a net area of 3.66 acres of land more or less.

3. Article I, Section 7 is amended to read as follows:

“Lot” shall mean any of the numbered lots shown in the recorded Subdivision maps of Madison Park Subdivision Phase I and Madison Park Subdivision Phase II, which is a resubdivision of Tract 2 above to be recorded, with the exceptions of the common area. If a numbered plot of land lies between two other numbered Lots and said middle numbered plot of land is acquired in fractions by the two adjoining property owners, then the expanded plot of land containing the initial numbered area, plus the additional fraction, shall still be considered to be as if the same were one for purposes of voting (See Article II, Section 3).

4. Article I, Section 15 is amended to read as follows:

“Properties” Properties shall mean all numbered Lots together with the common area, as said words are defined hereinabove.

5. Article II, Section 2 is amended to read as follows:

“Voting Rights” The Owner of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote(s) for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot.

6. Article III Section 3 is amended to read as follows:

“Fixing of and Maximum Annual Assessments”

- (a) All assessments shall be fixed by the Association in advance of January 1 of

each calendar year, after giving due consideration to the anticipated cost of all common area maintenance obligations and other costs of operating the Association. The Association shall have the right to collect such assessments in advance on either an annual or quarterly basis. If at any time the Association determines that the assessments for that fiscal year are insufficient to discharge all assessments to be incurred or payable during the assessment year by the Association, the Association may increase the assessments to cover such costs (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual or quarterly assessment period. If required, assessments shall be prorated for the period from the commencement thereof to the end of the then current calendar year of the association.

(b) The maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the members.

(c) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum prescribed herein.

7. Article III Section 7 is amended to read as follows:

“Commencement and Collection of Annual Assessments” The annual assessments provided for herein shall commence as to all Lots on recording of the Subdivision plat; provided however, the assessments on Lots in Phase II shall not commence until the earlier of (a) ten months after construction of subdivision improvements in Phase II begins or (b) the date of the deed conveying a lot in Phase II to one other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and may, on or before February 15 of each year, cause to be recorded in the office of the County Clerk of Hidalgo County, Texas, a list of delinquent assessments as of that date.

8. Article III, Section 9 is amended to read as follows:

“Subordination of Assessments Lien to Mortgages” The assessment lien provided for herein shall be subordinate to the lien of any first mortgage defined as a deed of trust given in good faith and for value which has priority over other deeds of trust. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any proceeding

in lieu thereof shall extinguish the assessment lien securing an assessment, which becomes due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessments thereafter becoming due or from the lien thereof.

9. Article IV, Section I is amended to read as follows:

“Owner’s Easement of Enjoyment” Every owner of each Lot shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title of such Lot, subject to the right to dedicate or transfer all or any part of the Common Area, including any improvements, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-third (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded.

10. Article V, Section 14 is amended to read as follows:

“Prohibited Activities” No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except for a model home built and owned by Declarant. No fence or wall shall be built in front of the front wall line of the respective building of any Lot. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

11. Article VIII, Section 1 is amended to read as follows:

“Architectural Control Committee” The Board of Directors of the Association shall constitute the Architectural Control Committee.

12. Article IX, Section 3 is amended to read as follows:

“Amendments”

- (a) **Declarant.** The Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision hereof unto compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property.
- (b) **Owners.** Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended only by a majority vote of the Members. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed number of affirmative votes required for action

to be taken under the clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the consent of Declarant or its assignee of such right of privilege.

(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the real property records of Hidalgo County, Texas unless a later effective date is specified therein. Any procedural challenge of an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver of amendment of any provision of this Declaration.

13. Declarant reaffirms and readopts the Restrictive Covenants previously recorded and declares that such Restrictive Covenants are still in full force and effect except as amended herein.

EXECUTED on August 22, 2011.

Declarant

J.Q.S. Investments, L.P.

By: J.Q.S. Management, LLC, a Texas limited liability company, its sole general partner

By: J. A. Rodriguez
Jaime A. Rodriguez, Member

STATE OF TEXAS

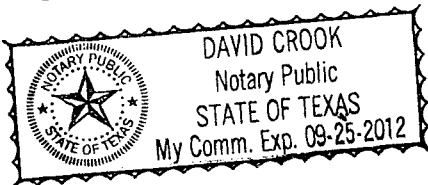
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COUNTY OF HIDALGO

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This instrument was acknowledged before me on August 22, 2011, by Jaime A. Rodriguez, Member of J.Q.S. Management, LLC, a Texas limited liability company, sole general partner of J.Q.S Investments, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



David Crook
Notary Public, State of Texas

After Recording, Return To:

David Crook, Attorney at Law
100 W. Savannah Ave., Suite 380
McAllen, Texas 78503

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