VG-257-2024-42763

Cameron County
Sylvia Garza-Perez
Cameron County Clerk

Instrument Number: 2024-42763

Real Property Recordings

Recorded On: December 11, 2024 01:44 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: $67.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	42763
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User:	Angela L
Station:	CClerk19_21

Record and Return To:
MICHELE SANCHEZ
717 N EXPRESSWAY 83

BROWNSVILLE TX 78520

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

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX

MADEIRA

Texas Living

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MADEIRA (RESIDENTIAL PROPERTY)

ACACIA PLACE AT MADEIRA PHASE 1

After Recording, Return To:
Lisa L. Gambrell
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MADEIRA (RESIDENTIAL PROPERTY)

ACACIA PLACE AT MADEIRA PHASE 1

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Madeira (Residential Property), Acacia Place at Madeira Phase 1 (this "***Supplemental Amendment***") is made by Madeira Development LLC, a Texas series limited liability company ("***Declarant***"), with the joinder of Acacia Place at Madeira Phase 1, a separate series of Madeira Development LLC ("***Acacia Place Owner***").

RECITALS:

Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Madeira (Residential Property) in the Official Public Records of Cameron County, Texas under Clerk's File No. 42759, as same has been or may be amended and supplemented from time to time (the "***Declaration***").

Pursuant to Article III of the Declaration, Declarant reserved the exclusive right to annex additional property into Madeira and to subject the additional property to the Declaration and to the jurisdiction of Madeira Residential Association, Inc. (the "***Association***").

Pursuant to the terms of Article III of the Declaration, Declarant may subject additional property to supplemental restrictions that apply only to the real property being annexed and may create exceptions to, or otherwise modify, the terms of the Declaration in order to reflect the different or unique character or intended use of the annexed real property.

Acacia Place Owner is the owner of that certain real property referred to as "***Acacia Place at Madeira Phase 1***", as shown on the map or plat thereof recorded under Document Nos. 2024-14923, 2024-14924, 2024-14925, 2024-14926, 2024-14927, 2024-14928, 2024-14929, 2024-14930, 2024-14931, 2024-14932, 2024-14933, 2024-14934, and 2024-14935 in the Map Records of Cameron County, Texas (the "***Acacia Place at Madeira Phase 1 Plat***").

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Supplemental Amendment, the capitalized terms used in this Supplemental Amendment have the meanings set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Supplemental Amendment, which definitions and interpretation provision are incorporated in this Supplemental Amendment for all purposes by this reference.

SUPPLEMENTAL AMENDMENT:

Pursuant to the powers retained by Declarant in the Declaration, Declarant annexes Acacia Place at Madeira Phase 1 into Madeira. Acacia Place at Madeira Phase 1 carries with it all the rights, privileges, and obligations granted to the Property initially encumbered by the Declaration, including, but not limited to, the right to be annexed, and is annexed into the body of the Property subject to the Declaration and submitted to the jurisdiction of the Association. Acacia Place at Madeira Phase 1 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, the Declaration and this Supplemental Amendment.

1. Square Footage Requirements

All Dwellings within Acacia Place at Madeira Phase 1 must contain a minimum of 1,750 and a maximum of 3,400 square feet of living area. Living area does not include porches, garages, or non-air conditioned areas.

2. Notices

Owners and Occupants of Lots within Acacia Place at Madeira Phase 1 are advised that various conditions exist or may exist within or in proximity to the Property, including Acacia Place at Madeira Phase 1, which include the following (collectively, the "***Conditions***"):

a. A number of manmade, natural, and environmentally sensitive areas, which areas may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, alligators, bobcats, coyotes, 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;

b. Reserve Areas, including, but not limited to, the following Reserve Areas within Acacia Place at Madeira Phase 1: a 1.94 acre drainage lot; a 1.59 acre trail, drainage, and landscape lot; a 0.16 acre landscape lot; a 0.22 acre trail and landscape lot; a 0.08 acre landscape lot; a 0.36 acre drainage, trail, and landscape lot; a 3.10 acre trail, drainage, and landscape lot; and a 0.50 acre landscape lot. Although Reserve Areas may be labeled as "Lots" on the Acacia Plat at Madeira Phase 1 Plat, for purposes of the Dedicatory Instruments governing Madeira, the Reserve Areas are not considered "Lots" as defined in the Declaration. Further, such Reserve Areas may constitute Common Area or Area of Common Authority;

c. One or more lakes and detention areas ("***Detention Areas***"), including, but not limited to, the following lakes and detention areas within Acacia Place at Madeira Phase 1: a 1.94 acre drainage lot. Although the Detention Areas may be labeled as "Lots" on the Acacia Plat at Madeira Phase 1 Plat, for purposes of the Dedicatory Instruments governing Madeira, the Detention Areas are not considered "Lots" as defined in the Declaration. Further, such Detention Areas may constitute Common Area or Area of Common Authority. One or more fountains have been or may be installed in the Detention Areas;

d. Adjacent land that is not owned by the Association or Declarant;

e. Surrounding uses and conditions, 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, multifamily uses, townhomes, religious facilities, drill sites, school sites, as well as land that is not owned by Declarant or the Association);

f. Interstate 69 East;

g. Zone "X" and Zone "X" 0.2%, as per the National Flood Insurance Program of Community No. 480103, Panel No. 0445 Suffix "F", revised February 16, 2018;

h. A 100-foot drainage easement, as more particularly described by that instrument recorded in Volume 19872, Page 51 of the Official Records of Cameron County, Texas;

i. A 150-foot drainage easement;

j. An 80-foot drain ditch easement in favor of Cameron County, Texas, as more particularly described by that instrument recorded in Volume 575, Page 278 of the Deed Records of Cameron County, Texas;

k. One or more easements in favor of East Rio Hondo Water Supply Corporation;

l. A lift station easement in favor of East Rio Hondo Water Supply Corporation, as more particularly described by that instrument recorded under Document No. 2021-48439 in the Official Records of Cameron County, Texas;

m. One or more 1-foot non-access easements;

n. A 25-foot by 50-foot Texas Gas service easement;

o. One or more easements in favor of American Electric Power, in which easements overhead powerlines exist or may exist;

p. One or more 25-foot hike and bike and utility easements; and

q. One or more 30-foot drainage, trail, landscape, and utility easements.

Owners are advised that there may be potentially dangerous conditions that exist within or near portions of the Property, including Acacia Place at Madeira Phase 1, 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 Acacia Place at Madeira Phase 1. Each Owner and Occupant of any Lot, and every person entering Acacia Place at Madeira Phase 1 (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 members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, has any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor are they liable 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 ACACIA PLACE AT MADEIRA PHASE 1 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 Acacia Place at Madeira Phase 1 acknowledges and understands that the Association, its Board, and Declarant are not insurers and that each Owner and Occupant assumes all risks for loss or damage to persons and property. Each Owner and Occupant of a Lot within Acacia Place at Madeira Phase 1 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.

Owners of Lots within Acacia Place at Madeira Phase 1 grant an easement to Declarant and the Association, including their respective designees, for any incidental noise, water, lighting, electromagnetic field, odors, parking, overspray from fountains, visibility, and 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.

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.

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.

3. Fencing

Community Fences have been or will be constructed on or adjacent to portions of the following Lots within Acacia Place at Madeira Phase 1, which Lots are or may be adjacent to the community trail system, parks or recreational areas, or mailbox clusters within the Property: Lots 1, 10, 22, 36 – 49, 53 – 54, 60 – 61, 72 – 73, 85 – 94, 117, 156 – 167, and 139 – 140.

Furthermore, Potential Community Fences have been or will be constructed on or adjacent to portions of the following Lots within Acacia Place at Madeira Phase 1: Lots 35, 95 – 98, 108 – 109, and 123 – 127

All Lots on which Community Fences or Potential Community Fences have been or will be constructed are considered Adjacent Lots and are subject to the provisions in the Declaration pertaining to Community Fences or Potential Community Fences (as those terms are defined in the Declaration). Declarant, the Association, or the Community Fence owner, as applicable, have an easement on the Adjacent Lots for the installation, maintenance, repair, or replacement of the Community Fences, including Community Fences so designated in a Designation of Community Fences, as more particularly described in the Declaration.

Save and except the Community Fences noted above, all other fencing located upon the Lots within Acacia Place at Madeira Phase 1, including Potential Community Fences until such time as said Potential Community Fences are converted to Community Fences via a Designation of Community Fences, must be installed, maintained, repaired, and replaced in accordance with the Dedicatory Instruments.

4. Amendment

This Supplemental Amendment may only be amended as provided in Article XVII of the Declaration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Supplemental Amendment is executed as of the 4th 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:_____
Jorge Ibarra, Manager

By:_____
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 4th day of December 2024.

ASHLEY ANNETTE FLORES
Notary Public, State of Texas
Comm. Expires 01-30-2028
Notary ID 132337862

_____
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 4th day of December, 2024.

ASHLEY ANNETTE FLORES
Notary Public, State of Texas
Comm. Expires 01-30-2028
Notary ID 132337862

_____
Notary Public – State of Texas

JOINDER BY ACACIA PLACE OWNER

The undersigned, being the current owner of Acacia Place at Madeira Phase I, agrees to encumber Acacia Place at Madeira Phase 1 with this Supplemental Amendment to the Declaration of Covenants, Conditions, and Restrictions for Madeira (Residential Property), Acacia Place at Madeira Phase I.

Signed this the 4th day of December, 2024.

ACACIA PLACE OWNER:

Acacia Place at Madeira Phase I,
a separate series of Madeira Development LLC,
a Texas series limited liability company

By and through its Manager
MADEIRA MANAGEMENT, a Texas limited liability company

By: _____
Name: JORGE IBARRA
Title: Manager

By: _____
Name: DENNIS SANCHEZ
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on the 4th day of December, 2024, by Jorge Ibarra, Manager of MADEIRA MANAGEMENT LLC, a Texas Limited Liability Company, the Manager of ACACIA PLACE AT MADEIRA, PHASE 1, a series of Madeira Development, LLC, a Texas series limited liability company, on behalf of such company.

ASHLEY ANNETTE FLORES
Notary Public, State of Texas
Comm. Expires 01-30-2028
Notary ID 132337862

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on the 4th day of December, 2024, by Dennis Sanchez, Manager of MADEIRA MANAGEMENT LLC, a Texas Limited Liability Company, the Manager of ACACIA PLACE AT MADEIRA, PHASE 1, a series of Madeira Development, LLC, a Texas series limited liability company. on behalf of such company.

ASHLEY ANNETTE FLORES
Notary Public, State of Texas
Comm. Expires 01-30-2028
Notary ID 132337862

_____
Notary Public - State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

International Bank of Commercial, 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 Supplemental Amendment 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 Supplemental Amendment (and the covenants, conditions and restrictions in this Supplemental Amendment), and acknowledges and agrees that a foreclosure of the liens or security interests will not extinguish this Supplemental Amendment (or the covenants, conditions and restrictions in this Supplemental Amendment). 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: _____
Print 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.

CARMEN MARTINEZ
Notary Public
STATE OF TEXAS
Notary ID# 346912-4
My Comm. Exp. 06-17-2026

_____
Notary Public – State of Texas

FILED FOR RECORD
AT 1:44 O'CLOCK P M

DEC 11 2024

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK
By _____ Deputy