

DECLARATION OF COVENANTS  
STIPULATIONS AND RESTRICTIONS  
OF LEISURE VALLEY RANCH SUBDIVISION  
ALSO KNOWN AS LEISURE VALLEY RANCH RV AND MOBILE  
HOME PARK  
ALL PHASES

DISCLAIMER: This document number 1144123 has been restated to incorporate amendments: 2010-2071314, 2013-2422689, 2015-2578822 and 3045754 filed with State of Texas, County Court of Hidalgo County. This restatement of the Covenants is NOT a legal document and has NOT been filed with the County Court of Hidalgo County. Its purpose is to provide convenient reading for LVR membership. Amendment incorporations are italicized and inserted in the appropriate sections of this document.

STATE OF TEXAS  
COUNTY OF HIDALGO

This statement of the Declarations, stipulations and Restrictions for Leisure Valley Ranch Subdivision, All phases, is made this November 1<sup>st</sup>, 2002, by the undersigned, her in after called Declarants.

- 1. Declarants are lot owners of all the lots contained in that subdivision known as Leisure Valley Ranch Subdivision, all phases (also known as Leisure Valley Ranch RV and Mobile Home Park), as shown by the map or plat thereof recorded in the Map Records of Hidalgo County, Texas.

PART I

- 2. All of the lots of said subdivision are hereby subjected to, held, sold and conveyed subject to the following covenants, stipulations and restrictions.

COVENANTS, STIPULATIONS AND RESTRICTIONS

This statement of the Declaration of Covenants, Stipulations and Restrictions for Leisure Valley Ranch Subdivision, Hidalgo County, Texas made this 1<sup>st</sup> Day of Nov. 2002, by The undersigned developer, hereinafter called the Declarants.

SECTION I

Declarant is the developer of a certain property situated in Hidalgo County, Texas, which is described as follows: Lots 1 THRU 500, in LEISURE VALLEY RANCH SUBDIVISION, HIDALGO COUNTY, TEXAS

SECTION II

Declarants for themselves, their successors and assigns, hereby declare their intent to state the Declaration of Covenants, Stipulation and Restrictions, for Leisure Valley Ranch Subdivision as recorded as stated above. Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following

Declarants of Covenants, Stipulations and Restrictions as stated herein, which are for the purpose of protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the above described properties, or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner hereof This restatement of the Declarations and Amendments and shall operate as covenants running with the land for the benefit of each of the parties having any right, title or interest, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

### SECTION III

#### ARCHITECTURAL COMMITTEE

1. No outside structures, drives, patios, awnings, or fences shall be placed on or erected or altered on any lot until construction plans and specifications and plot plans showing the location of the mobile unit and structures have been submitted to and approved by the Architectural Committee, as to quality of workmanship and materials, harmony of exterior design and suitability of location. The Architectural Committee shall be comprised of Jack Martin, Rick Martin. (*Per Hidalgo County Document Number 3045754: ASSIGNMENT AND ASSUMPTION OF DECLARANT'S AND ARCHITECTURAL REVIEW RIGHTS AND OBLIGATIONS OF LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK dated August 30<sup>th</sup>, 2019, Leisure Valley Ranch, INC has assumed control of the Architecture Committee for LVR except for lots designated as "Martin Lots" which remain under Martin Valley Ranch, INC. control.*)
2. A majority of the committee may designate a representative to act for it and may also remove any member and designate a successor. Neither the members of the committee for its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. *If the committee or its designated representative fails to approve or disapprove any proposal submitted by owners, within thirty (30) days after the plans and specifications have been submitted to it, approval will be deemed. (See Hidalgo County Amendment Document Number 2010-2071314.)*
4. *If there is any outside structure, drive, patio, awning, fence or any other improvement placed or constructed in violation of the covenants or over an easement, even if the Architectural Committee and/or Developer allowed it or gave purported permission for such a placement or construction, the Developer and/or the members of the Architectural Committee shall not have any duty or liability arising from easements, also including any issues arising from easements being covered by objects or structures or any of the mentioned improvements. (See Hidalgo County Amendment Document Number 2015-2578822)*

#### LOT OWNERS ASSOCIATION

1. *A recreation center, comprising of a recreation hall, swimming pool, shuffleboard courts, horse shoe pitching area and including the land designated for their construction shall be maintained by a lot owner association, which has been organized and at the time of this amendment is called "LEISURE VALLEY HOMEOWNERS, INC", a Texas corporation.*

*(See Hidalgo County Amendment Document Number 2015-2578822)*

2. *The lot owners association shall collect assessments necessary to properly maintain the recreation center and common areas. (See Hidalgo County Amendment Document Number 2015-2578822)*
3. *The lot owners association shall be elected by the lot owners. The committee shall consist of persons serving for one year, or for such term as the lot owners association determines according to its adopted by-laws. (See Hidalgo County Amendment Document Number 2015-2578822)*
4. *The lot owners association will control the scheduling and use of the recreation facilities for meetings, social gatherings, parties, etc. No assessments or maintenance charged are to be assessed to any lot until water meter has been installed, prorated, to be paid in advance, and deeded from the original developer, Martin Valley Ranches Inc., to a new owner who will at the date of the deed be responsible for all future assessments or maintenance cost. (See Hidalgo County Amendment Document Number 2015- 2578822)*
5. *Maintenance fees shall be assessed against each lot as set out in the bylaws of the lot owners association. Timely payments of maintenance fees shall make each lot owner and his spouse a member of the lot owners association, with all the rights and privileges accorded to its members. (See Hidalgo County Amendment Document 2578822)*
6. *All funds collected by the lot owners association will be deposited in an account under the name of the lot owners association at a State or National Bank selected by the committee. (See Hidalgo County Amendment Document Number 2015-2578822)*

#### SECTION IV

#### RESTRICTIONS

#### AGE RESTRICTIONS TO OCCUPANCY BY A PERSON AGE 55 OR MORE AND NO MINORS, EXCEPT AS TEMPORARY GUEST

1. *This subdivision is one intended to provide housing for persons fifty-five (55) years of age or older, in accordance with the Fair Housing Act, applicable State law, and Regulations promulgated by the U.S. Housing and Urban Development in implementation of the Housing for Older Persons Act of 1995, as passed and as may be subsequently amended and published in the Federal Register. Pursuant to such intention, 100 per cent of all occupied units must be occupied by at least one person fifty-five (55) years of age or older. This prohibition shall be enforceable by injunction or by such other means allowable by law. Occupancy by a child under eighteen (18) years of age shall be limited to visits with an adult occupant who is the land owner within the subdivision and the duration of such visit shall not exceed thirty (30) days, accumulative, within a calendar year, unless otherwise approved by the Board of Directors. Such conduct of such visiting child shall be supervised by an adult landowner. (See Hidalgo County Amendment Document Number 2013-2422689.)*

## LOT USES

1. The subdivision shall be limited to and restricted to brick homes, mobile homes, park models, travel trailers, motor homes, and approved additions. All additions must be approved by the Architectural committee.

## RESTRICTED LOTS

1. *A "Restricted Lot" is a lot so designated by the Architectural Committee that is used solely for landscaping and appearance and not for occupancy, even in part, as living quarters. (See Hidalgo County Amendment Document Number 2015-2578822)*
2. *A "Restrictive Lot" must always be contiguous to another lot owned by the same owner. If at any time the lots become owned not by the same owner, the designation of "restrictive lot" will terminate. (See Hidalgo County Amendment Document Number 2015-2578822)*
3. *A Restricted Lot" cannot be used or occupied by any other person or entity than the owner of the companion contiguous lot. (See Hidalgo County Amendment Document Number 2015-2578822)*
4. *Leisure Valley Homeowners, INC., the homeowner association for the subdivision, will determine how a restricted lot is treated in regard to assessments and dues. A Restricted Lot" cannot be used or occupied by any other person or entity than the owner of the companion contiguous lot. (See Hidalgo County Amendment Document Number 2015-2578822)*

## YARD DIMENSIONS

- I. Minimum set back in mobile unit or structures as follows:

Front Yard: Ten (10') feet from property line (which is eleven (11') feet from curb, making a total of twenty-one (21') feet from the curb); Side Yard: Three (3') feet; Rear Yard: Five (5') feet, except outside perimeter lots which is ten (10') feet. Fencing shall be limited to the rear fifty (50%) percent of lots (except easements), and not less than Ten (10') feet from street right-of-way along side streets. (Maximum unit length for interior lots is sixty (60') feet, unless approved by Architectural Committee on large lots.)

## UTILITY EASEMENTS

- I. Utility easements shall be kept clean and unobstructed and be accessible at all times for utility trucks and equipment when necessary. No trees or shrubs shall be planted in utility easements.

## LOT IMPROVEMENTS AND BUILDING

- I. No permanently placed mobile home, park model, travel trailer or motor home over seven (7) years old shall be placed on a lot without prior approval of the Architectural Committee for all lot improvements, concrete drives, patios, awnings, structures and fences prior to start of construction.

## VEHICLE PARKING

1. Lot owners shall provide a concrete driveway on their lot for parking of automobiles and a pad or runners are required for recreational vehicles and mobile homes. Only one recreational vehicle may be parked on a lot. Same restrictions apply to vehicles parked on restricted lots.

## LOCATION OF UNITS

1. All mobile homes and recreational vehicles shall be located on the lot perpendicular to the street with the front or tongue of the unit facing the street. Side streets parallel with the length of the lot are not considered. Outside perimeter lots and large lots may be exempted due to their configuration and location. The location and direction of all units on these lots may vary but must be approved by the Architectural Committee.

## CLOTHES LINES

1. Clotheslines shall be restricted to umbrella type and shall be constructed at rear of lots, or a location approved by the Architectural Committee.

## SKIRTING

1. All mobile homes, park models, or permanently anchored travel trailers and Motor homes shall be skirted within sixty (60) days of arrival with a suitable Material approved by the Architectural Committee.

## SHEDS

1. Sheds must be approved by the Architectural Committee and must maintain suitable finish at all times. All sheds must be on rear 50% of lots. Sheds may not be used as living quarters and have a maximum height of 12 feet.

## ANCHORING

1. All mobile homes and recreational vehicles shall be anchored in accordance with Texas State Regulations, but in any event within six (6) months from the date they are placed on the lot.

## MAINTENANCE

1. All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles (only minor auto repair shall be permitted). Storage of tires, boxes, appliances, etc. in the open lot shall be prohibited. Yards shall be established in grass or desert lawn, attractive year-round and shall be mowed and maintained by the owner. Vegetable gardens shall be confined to the rear of lots, but not on easements. Mowing of overgrown lots shall be directed by the Architectural Committee and the cost assessed to the lot owner at the then current prevailing rate.

## OCCUPANCY

1. No lot shall be used for any purpose other than residential purposed and shall be occupied by adults only for single family use. Visits by minor children shall be limited to thirty (30) days and shall be supervised.
1. No obnoxious or offensive activities shall be carried on, in any lot or on any street nor shall anything be done thereon that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

## COMMERCIAL VHEICLES

1. No commercial trucks over one-ton capacity shall be parked in Leisure Valley Ranch other than for deliveries.

## PETS

1. No lot owner shall have more than two (2) dogs or two (2) cats, or a combination totaling two (2). Pets must be restrained with a leash or fenced at all times. No pets shall be allowed in the recreation hall or swimming pool area. Lot owners shall have the responsibility of keeping their pets quiet and shall pick up waste from their pets. No livestock or fowl shall be allowed.

## GUEST USE OF RECREATIONAL FACILITES

1. Recreation facilities shall be restricted to the use of Leisure Valley Ranch lot owners and their guests. Minor children must be supervised by an adult.

## V

## DURATION AND AMENDMENT

### DURATION

1. The Regulations set forth herein shall continue and be binding upon Owner, Owner's successors and assigns for a period of thirty-five (35) years ("Primary Term") from this date, unless terminated or amended. At the expiration of the Primary Term, regulations shall automatically be extended for an additional ten (10) year period ("Extension Term") and for successive periods of the Extension Term thereafter, unless terminated or amended. After the expiration of the Primary Term, the owners of a majority of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Real Property records of each County in which the Subdivision property is located, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the Regulations set for in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

### AMENDMENT

1. These Regulations may be amended, but not terminated, at any time by consent of the Architectural Committee.

## VI

### ENFORCEMENT

### PARTIES BOUND

1. These Regulations shall be binding upon Owner, Owner's successors and assigns and all parties claiming by, through or under Owner and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such person shall be liable except with respect to breaches committed during ownership of said property.

### LIMITATIONS OF IMPACT ON MORTGAGES

2. The violation of any term of provision of this instrument shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against any lot, or any part thereof, but such liens may be enforced as against any and all lots so encumbered.

### STANDING AND REMEDIES

1. Owner or the owners of any lot or lots in the Subdivision shall have the right to enforce observance or performances of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Architectural Committee of Leisure Valley Ranch Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the owner, or their tenants, invitees or representatives from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

### RESULT OF CONFLICTING REGULATIONS

1. These Regulations shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulation, restrictive covenants of record, or these Regulations shall govern and control.

### ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

1. The parties agree to mediate in good faith to resolve any dispute under this instrument before filing a suit for damages. Following mediation, all unresolved issues shall be American Arbitration Association's Commercial Arbitration Rules.

## VII

### MISCELLANEOUS

### ATTORNEY'S FEES

1. Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including disposition costs, arbitrator and mediator fees, travel and expert witness fees from the non-prevailing party.

#### BINDING EFFECT

1. This instrument shall be binding upon and inure to the benefit of the parties hereto and respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

#### CHOICE OF LAW

1. This instrument shall be subject to and governed by the laws of the State of Texas, excluding and conflicts-of-law rule or principle that might refer to construction or interpretation of this instrument to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the County in which the Subdivision plat is recorded.

#### EFFECT OF WAJVER OF CONSENT

1. No waiver or consent, express or implied, by any owner to or of any breach or default by any owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owner of the same or any other obligations of such owner hereunder. Failure on the part of an owner to complain of any act of any owner or to declare any owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

#### LEGAL CONSTRUCTION

1. In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability shall not effect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine for feminine gender, and vice versa. The Article and Section heading appearing in this instrument are for convenience or reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorable between the parties by reason of authorship or origin of language.

#### LEINHOLDER

1. The owner and holder (whether one or more) of the only lien(s) covering the



subject Subdivision property has executed this instrument to evidence its joined in, consent to, and ratification of the lien of any mortgage made in good faith and for value upon any portion of the subject property; providing however, that any mortgagee in actual [possession, or any purchaser at any mortgagee's foreclosure sale, as well as all other owner, shall be bound by and subject to their Regulations as fully as any other owners of any portion of the subject property.

#### NOTICES

1. Any notice of communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

#### RECITALS

1. Any recitals in this instrument are represented by the parties hereto be accurate and constitute a part of the substantive agreement.

#### TIME

1. Time is of the essence. Unless otherwise specified, all reference to "days" shall mean and refer to calendar days. Business days shall exclude all Saturday, Sundays, and Texas Legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday, or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

In witness whereof, Declarants have dully executed this the 1<sup>st</sup> day of Nov. 2002.

#### PART II

Those lots in Leisure Valley Subdivision, also known as Leisure Valley Ranch RV and Mobile Home Park, (all Phases) shall be subject to the covenants, stipulations and restrictions set forth below of this instrument:

#### COVENANTS, STIPULATIONS AND RESTRICTIONS

The subdivision lots are sold for two purposes. One being limited to recreational vehicles, motor homes, park models or mobile homes, the other being limited to brick homes only. Your sales contract will reflect which type of lot you purchased.

1. LOT USES:  
RV's, Motor Homes, Park Models and Mobile Homes

- A. Refer to all previous covenants, stipulations and restrictions above and those that may apply below.

## BRICK HOMES

- A. The brick home must have a minimum square footage of 1000 square feet of living area plus garage or carport area. No residence shall be occupied until the same has been completed in accordance with its plans and specifications and received approval from all governmental agencies having jurisdiction and authority with respect thereto.
- B. No temporary house, trailer, tent, recreational vehicle, garage or other out building shall be placed or erected on any lot; provided, however, that Declarant may grant permission in writing for any such temporary structures as may be approved but shall not be used as a dwelling place.
- C. No outside toilet except during construction or individual water well shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets shall be connected to the sanitary sewage system provided by the developers to each lot.
- D. Every building, structure, dwelling or other improvement which is constructed or placed on any lot in said subdivision shall comply with all applicable laws, ordinances, building codes, rules, and regulations and must be approved by the Architectural Committee prior to construction. The Architectural Committee will review plot plans, quality of workmanship and materials, with harmony of exterior design and suitability of location in mind. A copy of the approval or permit should be conspicuously displayed at the construction site prior to groundbreaking.
- E. Structures must be 90% brick veneer with brick and roof color being neutral in nature. No structures shall have flat roofs.

## 2. YARD DIMENSION

- A. Minimum set back of structure is as follows: Front Yard: Twenty-five (25) feet from curb or fifteen (15) from the property line, whichever is greater. Side Yard: Six (6') feet; Rear Yard: Five (5') feet unless perimeter lots: No fence or any obstruction shall be erected on any lots that border the golf course. Only chain link fences with a maximum height of thirty-six (36') may be approved by the Architectural Committee (Jack Martin, Rick Martin). Fences are limited to the rear fifty (50%) percent of the lot (except from easements), and not less than eleven (11') feet from street corner lots with sidestreets if approved by the Architectural Committee.
- B. Utility easements shall be kept clean, unobstructed and accessible at all times for utility trucks and equipment when necessary. No trees or shrubs shall be planted in easements. No fencing shall be constructed less than eleven (11') feet from any adjacent street.

## 3. FOUNDATIONS

The height of the concrete slab foundation will be 18" from the top of the curb. Only the Architectural Committee will make exceptions.

#### 4. LOT IMPROVEMENTS AND OUTBUILDINGS

The Architectural Committee, prior to construction, shall approve all lot improvements, concrete drives, patios, awnings, structures and fences. No building, construction materials or supplies shall be parked, permitted, stored or located upon any street in the subdivision nor on any lot in such a manner or location as to be visible to the occupant of other lots within the subdivision or to the users of any street or park; except that building or construction materials in a quantity not in excess of that required for improvement of the lot upon which they are placed, and must be maintained on such a lot for a period of time which is necessary for the diligent commencement and completion of the project for which they are required.

No structure or recreational vehicle may be used at any time as a residence either permanently or temporarily.

#### 5. MAINTENANCE

All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles (only minor repairs shall be permitted). Storage of tires, boxes, appliances, etc. on the lot is prohibited. Lot must be mowed and free of debris during construction.

Yards may be established in grass or rock. All lots bordering the golf course shall consist of Bermuda grass only. Any rock lawns shall be framed with concrete borders separating adjacent lots. Timbers will no longer be permitted for borders. Yards shall be mowed and maintained free of weeds by the owner all year. Mowing or weed removal in rock yards shall be done by the Architectural Committee and the cost assessed to the lot owner at the current prevailing rate. No vegetable gardens are permitted.

#### 6. OUTBUILDINGS, SHEDS AND OTHER STRUCTURES

On lots bordering the golf course, all outbuildings, sheds and other structures must be attached to the home. Other lots must have approval by the Architectural Committee for all outbuildings, sheds and other structures. All homes, buildings, dwellings or any other structures must be completed within six months after the beginning of construction. No propane tanks are allowed for brick homes.

No improvement which has been partially or totally destroyed by fire, hurricane or otherwise, shall be allowed to remain in such state for more than sixty (60) days from the time of such destruction.

#### 7. PARKING

Lot owners shall provide a concrete driveway for parking of their automobiles. RV loading and unloading shall not exceed 48 hours at the home site.

No commercial trucks over one-ton capacity shall be parked in Leisure Valley Ranch other than for deliveries.

No resident vehicles may be stored on guest parking areas on common grounds.

8. TV AND RADIO

No satellite dishes over 18" shall be permitted. No radio station or short-wave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be permitted or erected on any lot or residence.

9. DIGGING AND DRILLING

No digging or drilling may commence on any lot without proper authorization from the Architectural Committee and from various utility companies. No oil or natural gas drilling, refining, quarrying, or mining operators of any kind shall be permitted upon or in any lot and no derrick or other structures erected, maintained or permitted on any lot or residence, after deed has been issued and filed.

10. RESIDENTIAL COURTESIES

No noxious or offensive activities shall be carried on at any lot or on any street nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to the neighborhood, including the keeping of animals or pets.

No lot owner shall have more than two (2) dogs or two (2) cats, or a combination totaling two (2) per residence, no matter the number of adjacent lots owned by one residence. Pets shall not be allowed to run loose or must be controlled with the use of a leash at all times unless fenced. Pet owners shall have the responsibility of keeping their pets quiet and shall pick up waste from their pets. No pets are allowed on the golf course. No livestock or fowl allowed.

11. GARBAGE

No trash, ashes, garbage or other refuse shall be dumped or stored on any lot in the subdivision. No outside burning of trash or garbage shall be permitted. Residential garbage pickup is available. Builders must keep building sites reasonably clean and free of debris at all times.

12. CLOTHESLINES

No outside clotheslines of any kind are permitted on either side of the street, which adjoins the golf course.

13. OCCUPANCY

No lot shall be used for any purpose other than residential and shall be occupied by adults only for single family use. Persons under the age of eighteen (18) shall be limited to one thirty (30) day consecutive visit per twelve (12) month period. The inviting lot owner must supervise these visits.

Recreation facilities shall be restricted to the use of the Leisure Valley Ranch lot owners and their guests. Lot owners at these facilities must accompany guests. Residents shall be responsible for any damage to common property caused by themselves and or their guests.

#### 14. SIGNS

Signs will be supplied by owner or real estate broker. Signs may be no longer than 24 X 36. Signs will designate offered by owner, builder, or realtor and their phone number. No other signs, flags or other tools may be used unless approved by the Architectural Committee.

#### 15. ASSESSMENTS

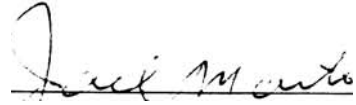
Lot assessments will commence when deed or contract has been filed and water meter has been installed. The amounts owing on annual assessments are due "and must" be paid on or before January 2<sup>nd</sup> of each year. Any lot owner who has not paid the assessment by January 2<sup>nd</sup> of the year in which it is due shall be considered delinquent in his or her payment. All sums not paid on or before January 15<sup>th</sup> of the year in which it is due shall accrue interest at the rate of eighteen percent (18%) per annum from the date when due until paid. The developer has the right to place a lien upon that lot to secure payment by the owner of all assessments and attorney 's fees and all other fees to enforce the lien. All funds collected by the developer will be deposited in a bank account and will be used for the maintenance of the recreational areas, streetlights, electric gates, security and anything else the developer deems necessary to insure the safety and the property values of Leisure Valley Ranch.

*The lien for assessment may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Tex.Prop.Code Ann. Section 51.002, as it may be amended from time to time (the "Foreclosure Statues"), in like manner any deed of trust on real property. In connection with the lien created herein, each Owner, grants the homeowners' organization, whether expressed in the deed or other conveyance to the Owner, a power of sale to be exercised in accordance with said foreclosure statute. At any foreclosure proceeding, any person, including but not limited to the homeowners' organization and any Owner, shall have the right to bid for the lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a lot is owned by the homeowners' organization following foreclosure, no assessment shall be levied on it. Suit to recover a money judgement for unpaid assessments and attorney's fees incurred in enforcing or collecting assessments that are in the arrears, shall be maintainable without foreclosing or waiving the lien securing the same. (See Hidalgo County Amendment Document Number 2010-2071314.)*

#### 16. AUTHORITY

This declaration of covenants, stipulations and restrictions of Leisure Valley Ranch (all Phases) may not be rescinded by any vote of the lot owners at any time that the developer maintains control of the Architectural Committee or has ownership of any lots in Leisure Valley Ranch. The developer is not liable for any lot assessments at any time.

This statement of covenants, stipulations and restrictions of Leisure Valley Ranch (all Phases), Hidalgo County, Texas is made the 1<sup>st</sup> day of Nov. 2002, by the undersigned developer.

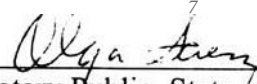


Jack Martin, President  
Martin Valley Ranches, Inc.

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1<sup>st</sup> day of November, 2002 by:  
Jack Martin, President



Notary Public, State of Texas  
My Commission Expires 11/29/02  
Printed Name: Olga Saenz

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