

\*VG-120-2020-3098624\*

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

Document No: 3098624

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\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 56.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

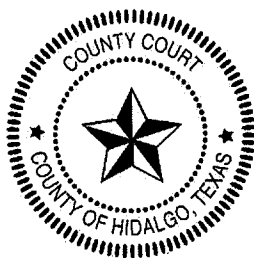
Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3098624  
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Deputy Clerk: Vanessa Barreiro  
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**Record and Return To:**

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818 W Pecan Blvd  
Original Returned to Customer  
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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, Texas

**Collection Policy for Leisure Valley Ranch R. V. and Mobile Home Park, Phases I, II and III**

Effective Date: November 26, 2019

Property Owners Association: LEISURE VALLEY HOMEOWNERS, INC.

Property Owners Association's Address: 1920 E. Bogey Dr., Mission, Texas 78572+

Subdivision:

All of lots in all phases of Leisure Valley Ranch R. V. and Mobile Home Park

Declaration:

Declaration of Covenants, Conditions, and Restrictions for Leisure Valley Ranch R. V. and Mobile Home Park, Phases I, II and III, as amended, including the instruments recorded as follows: Document Numbers 2002-1144123, 2010-2071314, 2013-2422689, 2015-2578822, and 3045754 of the Official Records of the Hidalgo County Clerk, Texas

The Property Owners Association adopts these procedures and guidelines, which will be enforceable on the recording of this document in the real property records of the Hidalgo County in which the property described by the Declaration is located. Capitalized terms used but not defined in this instrument have the meaning outlined in the Declaration or Bylaws.

**A. Right to Vote.**

Under Texas Property Code Sec. 209.0059, any provision in the Declaration, Bylaws, or any other dedicatory instrument that would disqualify an Owner from voting in a Property Owners Association's election of board members or on any matter concerning the rights or responsibilities of the owner is void.

**B. Enforcement Procedures:**

1. *Initial Notice.* Property Owners Association will send the Owner via regular mail a statement setting forth all assessments, interest, and other amounts due. The notice will contain a statement that the entire remaining unpaid balance is due or provide the upcoming due date and that the Owner is entitled to a Payment Plan outlined in Section C of this instrument. **In the event an Owner chooses to enter a payment plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the payment plan, and such additional administrative costs will continue until the entire balance is paid in full.**

## 2. *Violation Letter.*

- a. Before the Property Owners Association may (a) suspend an Owner's right to use a common area, (ii) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners Association's lien, (iii) charge an Owner for property damage, or (iv) levy a fine for a violation of the restrictions or Bylaws or Rules of the Property Owners Association, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and must state any amount due to the Property Owners Association from the Owner.
- b. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the Owner receives the notice; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901–4043) if the Owner is serving on active military duty. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.
- c. *Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. The Property Owners Association must hold a hearing under this provision not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting. The hearing will be held in executive session, affording the alleged violator a reasonable opportunity to be heard. Before any sanction under these Rules becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within 15 days or other period adopted by the Board. Such

suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- d. *Appeal.* Following a hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, president, or secretary within three days after the hearing date.
- e. *Uncurable Violations.* An Owner is not entitled to receive a reasonable period to cure the violation under 2.b.i. above if the violation is not curable or poses a threat to public health and safety.
  - i. For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
  - ii. For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.
  - iii. The following are examples of acts considered uncurable for purposes of this section:
    - 1. shooting fireworks;
    - 2. an act constituting a threat to health or safety;
    - 3. a noise violation that is not ongoing;
    - 4. property damage, including the removal or alteration of the landscape; and
    - 5. holding a garage sale or other event prohibited by a dedicatory instrument.
  - iv. The following are examples of acts considered curable for purposes of this section:
    - 1. a parking violation;
    - 2. a maintenance violation;
    - 3. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
    - 4. an ongoing noise violation such as a barking dog.

### 3. *Third-Party Collections.*

- a. The Property Owners Association may not hold an owner liable for fees of a collection agent retained by the Property Owners Association unless the association first provides written notice to the owner by certified mail, which may be included in Violation Letter discussed immediately above, that:
  - i. specifies each delinquent amount and the total amount of the payment required to make the account current;
  - ii. describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the association;
  - iii. the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the Owner receives the notice;
  - iv. the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901–4043) if the Owner is serving on active military duty; and
  - v. provides a period of at least 30 days for the owner to cure the delinquency before further collection action is taken.
- b. An owner is not liable for fees of a collection agent retained by the Property Owners Association if:
  - i. the obligation for payment by the Property Owners Association to the Property Owners Association's collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or
  - ii. the payment agreement between the Property Owners Association and the Property Owners Association's collection agent does not require payment by the association of all fees to a collection agent for the action undertaken by the collection agent.
- c. The agreement between the Property Owners Association and the Property Owners Association's collection agent may not prohibit the owner from contacting the association board or the association's managing agent regarding the owner's delinquency.
- d. The Property Owners Association may not sell or otherwise transfer any interest in the Property Owners Association's accounts receivables for a purpose other than as collateral for a loan.

- e. Upon referral of the account to the Property Owners Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Property Owners Association's interest.

**C. Payment Plan Guidelines:** The Property Owners Association previously established the guidelines to allow owners who are delinquent in payment of a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. The Guidelines for Alternative Payment Plans were recorded as Document Number 3020905, Official Records of the Hidalgo County Clerk, Hidalgo County, Texas.

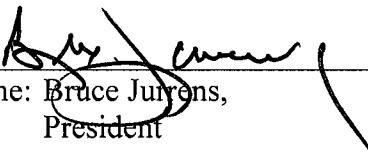
**D. Priority of Payments:**

1. Except as provided in subpart 2 immediately below, a payment received the Property Owners Association will be applied in the following order of priority:
  - a. any delinquent assessment;
  - b. any current assessment;
  - c. any attorney's fees or third-party collection costs incurred by the Property Owners Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  - d. any attorney's fees incurred by the Property Owners Association that are not subject to Subdivision (c);
  - e. any fines assessed by the Property Owners Association; and
  - f. any other amount owed to the Property Owners Association.
2. If, at the time the Property Owners Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Property Owners Association:
  - a. the Property Owners Association is not required to apply the payment in the order of priority specified by Subsection (1); and
  - b. in applying the payment, a fine assessed by the Property Owners Association may not be given priority over any other amount owed to the association, but any such payment may be applied in the following order of priority:
    - i. Costs;
    - ii. Attorneys' fees;
    - iii. Interest;
    - iv. Late fees;
    - v. Delinquent assessments;
    - vi. Current assessments; and
    - vii. As to each category identified in this subsection, payment shall be applied to the oldest arrearage first.
3. **Notwithstanding any acceptance of late or partial payments in the past, acceptance of partial or late payments by the Property Owners Association or its agents and**

attorneys: (i) does not waive any of the Owner's defaults; (ii) does not waive any rights and/or remedies available to Property Owners Association resulting from Owner's defaults; and (iii) is not an election of remedies resulting from any defaults that may exist under the dedicatory instruments. Furthermore, the acceptance by Property Owners Association of any payment in an amount less than the full amount required by the dedicatory instruments will be an acceptance on account only, and the failure by Owner to pay the full amount required by the dedicatory instruments shall not prejudice Property Owners Association's enforcement of remedies discussed herein or otherwise afforded the Property Owners Association by the dedicatory instruments or Texas law.

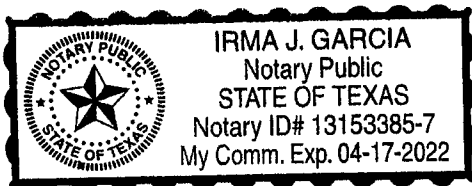
The undersigned hereby certifies the preceding policy was approved on November 26, 2019 at a meeting of the Board of Directors at which a quorum was present.

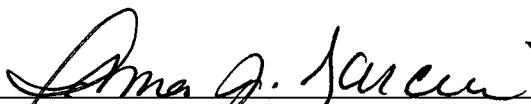
LEISURE VALLEY HOMEOWNERS, INC.

By:   
Name: Bruce Jurrens,  
Its: President

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on January 10, 2020, by Bruce Jurrens, President for LEISURE VALLEY HOMEOWNERS, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



  
Notary Public, State of Texas