

Leisure Valley Ranch
Roles, Rules and Procedures
(RR&P's)
Version 13 – Nov 20, 2020

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LVR Roles, Rules & Procedures (RR&P's)

Roles, Rules & Procedures (RR&P's) for Leisure Valley Ranch Association are: *“Reasonable roles, rules and procedures for the use of LVR Recreational and Common Elements and for the governance and operation of the Association may be promulgated and amended by the LVR Board (“LVR Roles, Rules & Procedures”). LVR Roles, Rules & Procedures (here after RR&P's) may supplement, explain or expand upon other provisions of the Association Documents, but they may not expressly contradict any of the provisions*

The LVR RR&P's contain all LVR Board approved policy statements, standards, regulations that supplement other provisions in the LVR Association documents and Bylaws.

LVR RR&P's document is the fourth Association Document in conflict resolution priority:

In the event of a conflict between the provisions of the Texas HOA Law (or other Texas State and local laws) and the Leisure Valley Ranch Association documents; the Texas HOA law and other Texas State and local laws shall prevail. In the event of a conflict between any of LVR Association documents the following order of priority shall prevail and the provisions of the Association document having the highest priority shall govern:

- a) *Plats for LVR as registered with Hidalgo County*
- b) *Declaration of Covenants, Stipulations and Restrictions of Leisure Valley Ranch*
- c) *LVR Bylaws*
- d) *LVR Roles, Rules & Procedures (RR&P's)*

Election and Voting

- **Section 1. Oversight of Election and Voting.** The LVR Board Secretary has oversight responsibilities for all processes and procedures for any matters or business requiring a vote of the Owners to include all elections and motions.
 - The Secretary will be assisted by a Committee established by the Board known as the LVR Elections, Nominating and Voting Committee (ENVC). This Committee will consist of the Secretary as a standing member along with a maximum of six additional members.
 - This committee will assist the Secretary in the updating, managing and coordinating all processes established by the LVR Board for the conduct of Business requiring a vote of the members.
- **Section 2. Membership meetings and Quorum.** As stated in Article II of the LVR Bylaws the membership of LVR Association consists of validated lot owners within Leisure Valley Ranch. To be validated and added to the membership list an owner must:
 - Complete a “Leisure Valley Ranch Association Owner/Voting Certification Form” (See appendix 1)

- These forms are available at the LVR office or can be downloaded and printed from the LVR website
- Present the form along with validating documentation specified in Article II of the Bylaws to the LVR Office
- The LVR office will validate the form, make a copy for the owner and maintain the completed form for the Association records.
- The office will notify the LVR Secretary so that the validated owner is added to the membership list.
- Validated owners are required to report sales of existing property within LVR to the Association so that the list of validated owners can be kept updated
- **Section 3. Meetings.** Article III of the Bylaws sets forth the types of, frequency and schedule of Association meetings. Appendix 2 amplifies the rules of order for LVR Association meetings, this in addition to the overriding guidance provided by Roberts Rules of Order.
- **Section 4. Voting.** *(Note the elements in this section that are a direct reflection of the content of the LVR Bylaws cannot be changed without a vote of the membership)* The LVR Bylaws specify who is eligible to vote, how many votes any individual owner can cast and the validation process. Specifically, the rules for voting and holding an office, either as an officer on the Board or a director are:
 - Must be a certified LVR lot owner
 - Both the husband and wife may vote
 - An owner or spouse is allowed only one vote regardless of the number of lots owned.
 - To be a candidate for office you must be a lot owner and reside in the park at least four months a year and attend a minimum of four member meetings a year
 - No two co-owners of property in a joint relationship such as marriage, civil union or living in cohabitation may serve on the LVR Board at the same time.
 - Nominations for office can be made and accepted up to two weeks prior to the election.
 - The list of candidates running will be posted at the close of the nominating period and approximately two weeks prior to the election.
 - Absentee ballots and proxies will be available upon request from the LVR Business office during normal business hours. Signed absentee ballots will be accepted when received at the office prior to the beginning of the election meeting.
 - Ballots and any materials relevant to the meeting will be handed out at the credentials desk at the time of sign in.
 - Voting will be by secret ballot
- **Section 5. Voting and Election Procedures** - The procedures for voting on motions and elections of Officers and Directors election are set forth in appendix 3. These procedures include Nomination, Voting Process and Tallying of votes.

Compliance

- a. **Section 1. Overview.** Compliance to all aspects of the LVR governing documents is the responsibility of every owner. In respect to administering compliance to governing documents, the LVR Board and its designated committees are vested with that responsibility and authority. (See LVR Bylaws Article VI Section 1)

If any person violates or attempts to violate any term or provision of the Association governing documents it shall be lawful for the Board of Directors of LVR to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of the governing documents.

- b. **Section 2. Designated Committees.** – Upon conveyance of partial Architectural Control to LVR the Board appointed two committees to administer and control all aspects of compliance within Leisure Valley Ranch’s area of control. Martin Valley Ranch will maintain control over any lots within LVR that have not been conveyed.
- **LVR Architectural Control Committee (Refer to Appendix’s VIII and XI for Process and Roles):** In the case of a lot sold with a Park Model, Mobil Home or an RV, the sale will be treated as two separate transactions. Unless the owner has filed an “SOL” (Form 1037 Statement of Ownership and Location), document from the state. The SOL surrenders a title of a RV, Park Model or Mobile Home/Manufactured Home so that it becomes attached to the “dirt”. If an owner has done this, it is considered an “improvement on the property.” If the owner has not filed the SOL and the personal property is to be left on the property, the sale will be treated as two separate transactions. The new owner will be required to have the approval of the Architectural Control committee for the purchased Park Model, Mobil Home or RV to remain on the lot. An owner selling a lot with an existing Park Model, Mobile Home or RV is required to ensure the buyer understands the approval required. Likewise, a seller can request reapproval prior to sale so the new buyer can purchase the existing Park Model, Mobil Home or RV with the confidence that it may remain on the lot once purchased, subject to all other provisions of this document
 - The Architectural Control Committee will have auspices over the following sections of the LVR Covenants
 - Lot Uses
 - Restricted Lots
 - Yard Dimension
 - Utility Easements
 - Foundations
 - Lot improvements and outbuildings

- Location Of units
 - Digging and Drilling
 - Skirting
 - Sheds
 - Anchoring
 - Fencing
 - Flags and Flag Poles – *Note in accordance with our CCR's and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.*
- **LVR Compliance Committee (Refer to Appendix X and XI for Process and Roles):**
The LVR Compliance Committee will have auspices for compliance over all aspects of the covenants not named above in the Architectural Control Committee to include:
 - Maintenance
 - Occupancy
 - Vehicle Parking
 - Commercial Vehicles
 - Pets
 - Guest use of Recreational Facilities
 - TV and Radio
 - Residential Courtesies
 - Garbage
 - Clotheslines
 - Signs
 - HOPA Compliance
- c. **Section 3. Property Upkeep.** (Refer to Article IX, Section 1 page 10 of the LVR Bylaws.)
When an Owner is found in violation of the Governing documents, specifically regarding property upkeep the following process will be followed:
- a. First the owner will be sent a USPS letter identifying the violation and requesting immediate corrective action.
 - b. If there is no corrective action within ten (10) days of receipt of the letter the owner will be sent a follow-up certified letter stipulating that the owner has ten (10) days to comply.

- c. If the owner remains non-compliant, the Admin prepares the NCR Final Notification letter; makes a copy of the letter for the LVR files and sends the letter to the property owner by USPS certified mail.
- d. If the owner fails to comply with the Final Notification letter the Compliance committee will act to correct the violation. The Owner will be billed a minimum of \$100 or actual cost; whichever is highest. If not paid immediately the billed amount will be added to the annual assessment and failure to pay all of that will further result in a lien being placed on the property in question.

Complaint Process

Section 1. Overview. As stated in the “Standing and Remedies” section of LVR’s Covenants – ***“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”***. This statement exemplifies the fact that all owners have a shared responsibility for upholding and enforcing our Governing Documents. If any owner has a complaint or grievance concerning another owner or owners, it is expected that the grieving owner will attempt to resolve the issue directly with the party or parties to which they have an issue.

Section 2. Registering a Complaint. Any owner can register a complaint or grievance concerning another owner or situation in Leisure Valley Ranch with the LVR Board of Directors for resolution. The complaint must be in writing stating what the complaint is. It must reference governing document cited including article and section and what action the complainant has taken in attempting to resolve the complaint themselves. Finally, the complaint should state what the complainant’s desired resolution is. Complaints should be filed using the LVR Complaint Form (See Appendix XIII) and Complaint Process flow in Appendix XII.) Blank complaint forms can be obtained from the LVR business office or downloaded from the forms section of the LVR website.

Section 3. Complaints Beyond the Scope of LVR Governing Documents or Authority. Any complaint that is beyond the scope of our LVR governing documents or the authority of the LVR Board to act on should be referred by the complainant owner to the appropriate agency for resolution.

Roles

- a. **Section 1. Business Office.** The Business Office manager oversees all aspects of day to day customer support and LVR business operations. The Business Office manager works in

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coordination with both the LVR Treasurer and LVR Secretary, assisting them in carrying out their duties. Appendix IV list the specific responsibilities and task of the Business Office Manager

- Front Office Operations and Management. The Business Office Manager oversees and directs the operations of the LVR front office which supports the needs of LVR owners and renters during the season. Specific tasks and responsibilities of the Front Office are listed in Appendix V.
- LVR Records Production, Copying and Document Retention Policy. The process, stipulations and cost for document production and copying along with the LVR document retention policy are set forth in Appendix VI
- The LVR Guidelines for Alternative Payment Plans. The LVR guidelines for collection of delinquent payments and assessments are set forth in Appendix VII

b. **Section 2. Kitchen Manager** – The Kitchen Managers duties are primarily:

- Before entering the kitchen, everyone should clean their hands. The sink by the coffee is designated for washing hands. It is important to make sure that there is soap, paper towels and a wastebasket by the sink
- Will ensure that the contracted LVR clubhouse cleaning crew will wash the dish drainer, the sink and counter tops off weekly with bleach
- Make sure that the kitchen is kept supplied for parties and dances. This includes pop, water, paper towels, etc.
- Buy necessary equipment and supplies for the kitchen
- Keep the pantry organized
- Every event that uses the kitchen should have a designated person in charge that discusses and understands the responsibilities and actions expected of them before, during and after the event. Appendix XX to this document is a listing of major items to be covered and agreed to by any person or group using the kitchen.
- Spring and Fall Cleaning. The Kitchen manager will form a group of volunteers that will assist with this. The spring and fall cleaning is a thorough cleaning, including refrigerator, stove and cupboards. Everything should be taken from the cupboards to clean them. Anything that has a shelf life should be inspected and disposed of if it will not be of use during the current and or upcoming season

c. **Section 3. Maintenance** – A Director from the LVR Board will be assigned oversight of all Maintenance responsibilities relating to the LVR Clubhouse. Major areas of responsibility of this assignment are:

- Will maintain all records of LVR property within the LVR clubhouse, exclusive of the kitchen and pool areas. This responsibility includes the requirement of an annual inventory with the report being forwarded to the LVR Board
- Will be responsible for either conducting or causing to happen all preventative maintenance required for all LVR equipment and property in the LVR clubhouse. This includes but is not limited to:
 - i. Air Conditioners, including the changing of filters

- ii. Washing machines and dryers
- iii. Monitoring systems, including fire alarms, CO2 monitors, etc.
- iv. All LVR gym equipment especially the treadmill and recumbent bike
- v. All meeting equipment including table, chairs, TV's, recorders, microphones, etc.

d. **Section 4. Pool & Hot Tub.**

- The swimming pool manager is the liaison with the commercial company hired by the HOA to maintain the swimming pool and hot tub. At the time these procedures are written, that company is Chlor-A-Clean, 956-867-2643. The president of that company, Michael Benedetti, has been helpful. It is also helpful for the pool manager to be present occasionally when the maintenance people are working on the pool, to check their work, which is done twice a week.
- It is advisable that the pool manager swim or use the hot tub frequently, so that he/she can see for themselves that the ph, cleanliness, and temperature are being maintained. At times the pool manager may have to recycle the pumps by turning them off and then on again to keep the filters working. If this does not work, then the pool maintenance company must be called for extra service or repairs.
- The pool manager, with the help of volunteers, washes the pool deck bi-weekly. At this time the pool deck cleaning is done every other Wednesday morning at 7:00 a.m. but could be done at any other time set by the pool manager. During the off season an agency will be hired to complete this work.
- The pool manager must recruit volunteers to help with the deck cleaning.

e. **Section 5. Library,** The LVR library is open to all residents and renters. There is no established budget for the Library and no purchases are made. Donations are welcome and solicited. Please place any donations in the return tub in the Library. If you have a large number, please contact library staff to help process them. Some general information about the Library:

- There are few non-fiction items other than some historical or biographical items.
- All books are shelved alphabetically by author.
- There are two divisions--pocket books and full-size books. This is to make better use of our limited space. Genres, like mysteries and romance, are not separated for the same reason.
- Books are not checked out, nor is there a due date, so take and enjoy and return when you've finished.
- Please return books in the tub under the light switches. If you pull a book and decide not to take it, you may leave it in the same tub for re-shelving.
- Additional items that may be found in the library include:

- Puzzles, DVDs, audio books, and a few over-sized craft, cooking, travel books on the bottom shelves.

- f. **Section 6. Decorating** – The Decorating Committee’s purpose is plan for and decorate the LVR Recreation Hall for the different holidays and events. Decorations are kept in the storage room in the north side of the hall. The committee consists of at least two volunteers and more as needed. Decorations are replaced as required. The chairperson will request funds from the Activity Committee; upon approval the chairperson makes the purchase.

- g. **Section 7. Gym and Exercise Room** – The LVR Gym Coordinator will be appointed as a single point of contact for the LVR Board to monitor Status of equipment, usage, as well as being a person owner can provide feedback and comments to about the gym. The point of contact will keep the Board informed concerning the status and condition of the gym. Any maintenance issues or requirements will be coordinated with the LVR Board Maintenance representative. The Gym Coordinator will be available for training and the scheduling of Gym orientations on a periodic basis. This person will also coordinate funding requirements between the LVR Board Treasurer and the LVR Activities Committee depending on whichever area has auspices over the issue requiring funding.

- h. **Section 8. Webmaster & Webpage** – The LVR “Webmaster “will function as the control point for all content on the LVR Webpage. The Webmaster will be knowledgeable of the software and programs required to host and promulgate the LVR page. The webmaster will solicit feedback and seek recommendations from LVR Owners reference all aspects of the page that could be improved, enhanced or updated.

- i. **Section 9. House Keeping Duties** –
 - Weekly Basis
 - i. Clean the bathrooms, both men’s and women’s. This includes:
 1. - empty waste cans
 2. - make sure toilet paper rolls are full
 3. - clean the toilets
 4. - clean the showers
 5. - clean the sinks
 6. - fill the hand soap containers
 7. - clean the mirrors
 8. - sweep and mop the floors
 - ii. Sweep and mop the clubhouse floor
 - iii. If the office is open empty the trash cans and the shredder
 - iv. Sweep the pool room floor

- v. Sweep outside in front of both entrance doors
- vi. Clean the Laundry room
- vii. Clean the exercise room
- Monthly Duties
 - i. Dust the windowsills
 - ii. Vacuum the carpets
 - iii. Clean the glass doors

Compensation of Owners

Section 1. General – As stated in the Bylaws “Leisure Valley Homeowners, Inc. (Here after referred to as LVR) is solely self- directed and run by Volunteers.” This means that LVR Owners who help run and manage the Association give freely of their time, talent and skills and receive no monetary compensation other than approved expenses. When a skill or service is required for the Park and there are no voluntary services available the service is normally contracted out using the provisions of Article VII Sections 1-2 of the LVR Bylaws. In order to maintain balance and fairness among the owners it is the general policy of LVR that no Owner will be compensated by the Park for services rendered since our goal is to be an organization run and managed by Volunteers.

Section 2. – Compensating an LVR Owner. As stated in section 1 above, compensating an owner for a service is normally not done. The Board will ensure in any of the following situations where an LVR Owner is to be compensated that the selection of an owner does not create even the perception that favoritism is being shown to them by the Board.

- **Compensation for a Service** - It is not the intent of this section to limit an owner from competitively bidding for performance of a job or service. In situations where a service in the Association needs to be completed and no Owner volunteer is available to perform it, it will be let for competitive bid. Any LVR Owner retains the right to be compensated if they competitively bid a service and are selected under the provisions of Article VII, Section 1 of the LVR Bylaws. Owners bidding in these situations will be held to the same standard of scrutiny as any other qualified bidder (License, Insurance, etc.).
 - **Activities Committee Authority to Compensate an LVR Owner.** The Activities committee is authorized to compensate owners for normal expenses incurred in supporting an Activities Committee approved function. In the case of an owner performing service viewed as entertainment they may receive compensation in the form of monies collected in a “pass the hat” manner. This compensation will be by individual owners who voluntarily give on their own violation to the owner performing the service – no operating or activities funds will be used to compensate the individual owner performing in this situation.
 - **Dance Committee Authority to Compensate an LVR Owner.** As stated above it is not the intent of this section to limit an owner from being compensated when

they have fairly competed in the marketplace and are selected – in this case by the Dance committee. In this situation a band or owner will be required to have a list of past bookings and show that they are currently competing, winning bookings and performing in the local community.

Activities Coordinator

- **Section 1. Overview** – The Activities Coordinator is a Board appointed position. In simplest terms the Activities Coordinator has overall responsibilities of all Activities conducted in the LVR clubhouse during the high demand season for the community from November 1st through April 30th apart from dances.
- **Section 2. Duties** – The duties of the Activities Coordinator include but are not limited to:
 - Maintaining a close communication and concurrence link with the LVR Board
 - Has oversight for and Chairs the Activities Committee’s actions and decisions including the allocation of any funds within the Activities account
 - Ensures that all activities except dances are coordinated and approved through them.
 - Ensures that there is a monthly calendar published for each month communicating all LVR activities and that there are copies available in the LVR clubhouse and on the LVR website.

Committees

- **Section 1. Welcome Committee** – The Committee’s purpose is to welcome new owners and renters into the Leisure Valley Ranch community. The Committee provides new people with information about LVR as well as our area: i. e. sightseeing, shopping, etc. The Committee has eleven greeters and generally follows the following procedure.
 - Two greeters visit each newcomer, informs them of our community’s activities and invites them to events
 - Each new owner or renter is provided an information packet and gift cards for local restaurant’s plus miscellaneous small gifts when available.
 - The Greeters answer questions and if unable to answer specific questions the new person(s) will be encouraged to pursue an answer at the Business office.
- **Section 2. The Governance and Planning Committee.** The Governance and Planning Committee was established in October 2020. The purpose of the LVR Governance and Planning Committee is to combine multiple standing or ad hoc committees into one

standing Committee. The Committee will be the LVR Board's resource for ensuring that all LVR governing documents are current and provide a legal means to administer operations of the Association. In addition, the Committee will act as the planning resource for the LVR Board researching and making recommendations to ensure the fiscal, property and maintenance aspects of operating the LVR Association are effective, legal and responding to the needs and desires of the ownership. The responsibilities of the committee are to work with the LVR Board and LVR Owners to ensure that all governing documents are legally sound, current and align with Texas law and the desires of the LVR Board and Ownership. In addition, the Committee will function as the planning asset for LVR, developing and communicating appropriate plans and recommendations as directed by the LVR Board. (See The governance and Planning Committee charter in Appendix XVI)

- **Section 3. The LVR Elections, Nominating and Voting Committee (ENVC).** The LVR Elections, Nominating and Voting Committee (ENVC) is a standing committee established to assist the Board Secretary in the conduct of all Elections, Nominating and Voting. Appendix III sets forth the organization, responsibilities and functioning of the ENVC.
 - Committee members will be ineligible to run for office.
 - If your spouse is a candidate, you cannot be involved in the ballot process or the tabulation process

- **Section 4. Entertainment Committee.** The Entertainment Committee will be comprised of three to four members and will be appointed by the LVR President. Committee members will serve for two years and will be under direction of the LVR Board of Directors. (See Entertainment committee charter in Appendix XVII)
 - The Committee's is responsible for booking entertainment events while ensuring that there are no conflicts with events that the Activities Coordinator or Dance Committee have scheduled.
 - The Committee will search for appropriate acts or events through attendance at the RGV Showcase, and canvassing RGV talent through schools, local municipalities, Mariachi groups or individual entertainers.
 - The Committee will be responsible for promoting all scheduled events to ensure maximum attendance. If an event is complimented with food service, the committee will be responsible for selecting approved LVR volunteers to prepare and serve the food.
 - The Committee will book entertainment to conform with the 80/20 entertainer split where possible. When entering a contract, the goal of the Committee is to ensure that event ticket pricing will cover all cost, any overage will be added to the LVR Activities Committee or the LVR Operating fund to cover any maintenance cost. Events that will not have a door charge, i.e., school performances that request a donation, will require board approval.

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- **Section 5 Setup/Cleanup Committee.** The committee was established to support event organizers who also volunteer their time to put on events such as dances, dinners, craft shows, games and monthly owners’ meetings. This committee consists of usually between 12 – 16 volunteer members who are available to set up tables and chairs according to event organizers requirements. When the event is completed the committee will then return the tables and chairs to an established normal floor plan along with dry mopping the floor if required and disposing of the garbage. The committee members meet at the beginning of each winter month to review the monthly activity calendar to determine where they are needed. The committee chairperson prepares a work schedule of normally four volunteers to set up and four different volunteers to clean up and emails it to the members and event organizers.

Conduct

- **Section 1. Campfires.** According to the US Forest Service a campfire is any fire ON THE GROUND two feet by two feet or less in size fueled by wood, pressed logs, wood pellets, paper, cardboard or other solid fuels to include charcoal or briquettes that are used for recreational purposes to include cooking. No campfires are allowed in LVR. Any grill or recreational device designed for fire or heat production not expressly prohibited above remain under jurisdiction of all applicable federal, state or local ordinance to include fire bans. The following is copied from the Hidalgo County Texas website:

A burn ban doesn't have to be in effect for outdoor burning to be illegal. Negligently allowing your fire to escape onto someone else's property is a Class C misdemeanor offense (the same as violation of a burn ban) that is punishable by a fine up to \$500. Deliberately setting fire to someone else's property is arson, which is a felony offense punishable by a fine of up to \$10,000 and a prison term of from 2 years to 99 years in prison.

Leisure Valley Ranch Roles, Rules and Procedures Version 13 adopted by the Board of Directors effective November 20, 2020.

Bruce Jurrens, President

Karen Clark, Secretary

Leisure Valley Ranch RR&P's

Appendix I

Leisure Valley Ranch Association Voter Certification

The owner listed below is entitled to cast votes and to receive all notices and other communication from Leisure Valley Ranch Association for:

Lot # _____ located at _____ :

Lot # _____ located at _____ :

Note: A certified Owner will have one vote whether they own one or a multiple number of lots. (LVR Bylaws Article IV, Section 3c). Each voting member must have a form on file; i.e. in order for owner and spouse to both vote they would each need a form registered.

Owner Name: _____

Mailing Address: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Owner Signature _____ Date: _____

LEISURE VALLEY RANCH ASSOCIATION OWNER VERIFICATION

Verified by:

Documentation Used for Verification:
(Types of acceptable documentation – Tax Bill, Warranty Deed)

Date:

(See LVR RR&P's Election and Voting - Section 2)

Leisure Valley Ranch RR&P's Appendix II

Special Rules of Order for General Membership Meetings

Section 1. All association members shall sign in at the Credentials Desk at all membership meetings. Ballots and any materials relevant to the meeting shall be handed out at the Credentials Desks. Anyone departing the meeting hall before the meeting is closed shall be asked to sign out to determine the presence of a quorum.

Section 2. The meeting shall not be called to order until the Elections, Nominating and Voting Committee Chairman certifies to the Association President that there is a quorum present. In the event a quorum is not present members in attendance may continue to convene in a Town hall format sharing announcements and having discussions relative to the Association, but no legal Association business shall be conducted.

Section 3. When a quorum is present, and the meeting called to order Individual members may speak to a motion only after being recognized by the Chair, at which time the member should state his/her name and park address.

Section 4. Voting on all motions requiring expenditure of Association funds shall be done by paper ballot and will be conducted at the following meeting from when they were made.

Voting and Elections Process

Appendix III

General Process for any Voting of the membership:

- The rules and procedures set forth in the Bylaws and RR&P's for the validation of a quorum must be met before any vote is taken
- A ballot containing all motions and candidates for election will be provided to each eligible Owner upon validation at the credentials desk sign in.

Process for Nominations and Elections of Directors and Officers:

- The LVR Elections, Nominating and Voting Committee (ENVC) is a standing committee established to assist the Board Secretary in the conduct of all Elections, Nominating and Voting.
 - Committee members will be ineligible to run for office.
 - If your spouse is a candidate, you cannot be involved in the ballot process or the tabulation process
- The LVR Business Office Manager and Office volunteers will assist the committee with administrative support, distribution and collection of materials as required.
- At the close of each LVR Annual election the ENVC will identify what positions will need to be filled at the next scheduled Annual meeting and begin seeking nominees for office in that election
 - Nominations for the Board either as a Director or Officer will be closed two weeks prior to the scheduled annual election meeting or any special meeting requiring a vote for a Board member.
 - There will be no nominations from the floor during the Election meeting
 - A list of candidates for election will be posted in the LVR clubhouse two weeks prior to the scheduled election.
- Two months prior to any election the Committee will meet with the LVR Business Office manager to review together:
 - Nomination process and instruction
 - Rules for voting
 - Absentee ballot information
 - Proxy forms, process and coordination
- The business office will prepare all materials, including sign in sheets of certified owners, Ballots, Instructions, Rules and tally sheets.

- The LVR Business office will prepare, distribute and collect absentee ballots for tabulation.
 - The business office will coordinate and communicate the process they will use for managing absentee ballots with the Board Secretary and the LVR ENVC.

- At least two weeks prior to any election the LVR Business office will:
 - Prepare and print new ballots
 - Prepare and print Absentee Ballot Request sheets
 - Prepare and print Absentee Ballot Instructions
 - Send an email to all Certified Owners:
 - Reminding them about the election and what positions and/motions are to be voted on.
 - Stating “The Rules for Voting”
 - Information about how to obtain, complete and return Absentee Ballots
 - Information about obtaining forms, completing and returning Proxies

- One week prior to the Election the LVR Business Office will:
 - Give Office Staff volunteers ballots, instructions and request sheet to be used.
 - Prepare and print tally sheet
 - Coordinate with LVR ENVC to ensure that there are enough volunteers for the credentials desk sign in, verification of quorum, collection and tabulating of ballots.
 - Post Rules for Voting
- One day prior to the Election the LVR ENVC and Business Office will coordinate to ensure:
 - That the list of certified owners is current and up to date
 - That a sign in list of certified owners is printed in such a way that it can be broken into three alphabetical sections.
 - Calculate the quorum number of certified owners required.
- The day of the election the LVR ENVC and Business Office will coordinate to ensure:
 - Any corrections to the certified owners list are made and that the list is correct.
 - Reprint the list if required again in such a way to facilitate dividing into three sections for sign in.
 - Double check quorum requirement.
 - Setup enough tables to support registrars and enough spacing to allow for owners to sign in at the appropriate station
 - Tape alphabetical signs for each section on the tables to facilitate owner sign in at the appropriate table.
 - Ensure that there are enough pens for owners to use to sign in and to vote with.
 - The ENVC committee chairman will give instructions to the Election day volunteers ensuring that each volunteer is aware of all aspects of the area they are volunteering for:

- Owner sign in and certification
 - Distributing ballots, instructions and any other material required by the owner to vote
 - Collection and tabulation of the ballots
 - The agreement and that they will not disclose any information concerning the results of the election.
- Once all Owners present for the meeting have signed in and been verified by the Credentials desk the ENVC Chairman will verify if a quorum has been met and inform the LVR Board President.
- Once actual voting commences the ENVC will ensure that:
 - All ballots are collected, tabulated and then sealed in an envelope with a signature across the seal. This election material will be stored for at least seven years. The Chairman of the ENVC will announce to the Association those individuals won election to the Board or Office as well as the approval/disapproval of any motions voted on. Specific vote counts will not be announced only the results.
 - Specific instructions for tabulation are:
 - The Chairman of the ENVC will ensure that each candidate running for office understands they have a right to designate an individual to observe the counting of ballots. The Chairman will verify if a candidate does desire an observer and will ensure that the designated observer is present when the votes are counted.
 - Have Tabulator volunteers collect ballots
 - Go into Library with tabulators and explain the following procedure:
 - Two or three people per team
 - The ballots are secret with no signature required.
 - One member of the team unfolds the ballots and turns them faceup
 - One takes unfolded ballots and reads name to tabulator who marks Tally Sheet
 - Combine totals of all Tally Sheets
 - Verify with Tabulators that totals are correct
 - Write winning results on piece of paper and give to the ENVC Committee Chairperson to announce to Owners – do not include number of votes received
- During the actual election members of the ENVC will be available to answer any questions and to ensure the process is flowing smoothly and correctly.

LVR Rules for Voting

- You must be an LVR lot owner.
- Both husband and wife may vote.
- To be a candidate for office, you must be a lot owner and reside in the park at least 4 months each year and agree to attend a minimum of four member meetings annually. No two co-owners of property in a joint relationship such as marriage, civil union or living in cohabitation may serve on the LVR Board at the same time.
- Absentee ballots and proxies will be available upon request from the Business Office during normal business hours. Absentee ballots will be accepted when received at the Office prior to the beginning of the election meeting.
- The list of candidates will be posted in the clubhouse two weeks prior to the election.
- Nominations will be closed two weeks prior to an election. There will be no nominations from the floor.

Office Manager Duties Appendix IV

Important note:

Blank letterhead does not get handed out for residents to do up letters. Secretary/Office Manager must type up necessary correspondence and ensure the contents of letters are professional & acceptable on behalf of LVR Homeowners Association. Any correspondence on behalf of LVR goes through the office.

1. Manage front office - The Front office duties are included in the document, Front Office Duties (attached)
 - Schedule volunteers to work Mon – Fri from 9:30 – 11:30
 - Have meetings with front office volunteers for procedures
 - Make sure that the front office has current copies of these items.
 - Make sure that the front office has a current copy of telephone directories
 - Ensure adequate copies of current Bylaws & Covenants are available
2. Keep group resident email addresses current, owners and renters.
3. Inform Welcome Committee of new renter's/property owners
 - Keep Welcome Letter current and on file
4. Manage main office. All LVR documents must be centralized through main office & on office computer. Forms are on office computer and on the outer office computer.
5. See that the outer office does the tickets for dances, dinners and entertainment.
6. Update & post on library bulletin board the "List of Committees". Copy also goes to AD and President
7. Create documents as requested by committees, etc.
8. Respond to any requests from "Land Titles, Lawyers, Brokerage Firms" regarding maintenance fees (sample) these forms must be completed promptly upon request.
9. Master keys for Janitorial, Pantry, and Storage room by coffee pots are kept in the main office. Codes are recorded and kept in main office. A key log is kept tracking the keys that are out to LVR residents

10. Prepare letters to businesses if required.

11. Send information about Dances, Entertainment, and Craft Shows to "Welcome Home". This is done at the beginning of the season, September and then throughout the year as needed.

Maintaining QuickBooks

New Residents or updating resident information

New residents or changes to current residents should be on a "Property Owner" form.

- Enter in QuickBooks

- Update email procedures

QuickBooks must always be current.

Backup regularly

There is a binder for instructions on using QuickBooks

Items to Do Annually

Ensure all clubhouse activities, dances and entertainments are pre-approved by board and recorded in minutes and contracts are filed in office

Phone Book gets updated on front page with new board members (phone directory)

Update Chair/Board list in library after Annual Meeting.

Election

Make up ballots & tally sheet. Keep count of copies of ballots.

Print off Members list from POA

**** If conflict of interest, any Board member must not have any dealings with election process or ballots.**

Closing the Office Seasonally

Close both offices and update message on answering machine (One for when office is closed until November and one for when winter season begins).

OPENING OFFICE IN NOVEMBER

- Signage
- Change answering machine
- Cash drawer from Treasurer
- Receipt book for dues (always have an extra receipt book)
- Ink cartridges for printer
- Schedule/meeting with volunteers for front office
- Check supplies

CLOSING OFFICE – End of March

- Change answering machine
- Ink cartridges stored in zip lock
- Extra trash bags for year-round residents
- Signage on front counter
- Cash drawer to treasurer
- Printer cartridges stored in zip lock

LVR Front Office Duties Appendix V

Important: Do not make a special trip to the office after hours to buy /sell tickets, sell trash bags or anything that is financial. Those transactions should occur during regular working hours, Monday thru Friday from 9:30-11:30. If you see the need to make more calendars when you are in the clubhouse and it is after office hours, please do so. Also, for the office volunteers that will be here during the summer months it will be helpful and appreciated if you could take the messages from the answering machine.

During office hours:

- Check Mailbox and put in main office (slide it under door if necessary)
- Check Answering Machine
- Count the Cash Drawer using the sheets provided, verifying that the amount forward from the previous day is correct.
- Check the computer for any e-mails coming into the office to be sent out to the residents
- During the shift, record sales for:
 - Trash bags (mark if cash)
 - Phone books
 - Photocopies
- If a new owner comes to the office, have them fill out a New Resident Form. Make a copy of the form for the Welcome Wagon folder. See new rules for handling the new customer forms. The Data Entry Coordinator will oversee making changes to the phone book on the computer. There will also be a backup data entry person.
- Have new residents and renters complete a New Resident or a New Renter form. Follow the instruction in your Procedures book. See new rules for handling the forms. The Data Entry Coordinator will oversee making phone book changes on the computer. There will also be a backup data entry person.
- Check to see if you need to make copies of calendars. This is important on Wednesdays before the monthly meeting and on Fridays. (Especially at the beginning of the month)
- Do the following as necessary:
 - Faxes: We can't do faxes anymore, suggest that we can scan the document and then send it in an e-mail. HEB does faxes.

- Scans for e-mail are 25¢ per page
- Copies: 25¢ per copy.
- Colored copies are \$.50 - Please discourage colored copies

- Reimbursement Forms are used for Residents who need to submit expenses or income for the park. These go the treasurer. They are in the Master Documents Book. **Do not take money out of cash drawer to pay them.**
- Copies of the covenants and the bylaws are available from the office. Try to make sure that the customer, new owner or current owner is aware that they can get current copies of these from the web site –leisurevalleyranch.info. There is a \$5.00 charge for new owners to receive paper copies.
- Laundry Quarters are available - They are in a blue deposit bag in the middle cabinet. Rolls of quarters are \$10.00. Put the \$10.00 in the bag when the quarters are purchased. Let the Treasurer know when the quarters are getting low.
- Statements and Fees - the beginning of the year statements are filed in alphabetical order in the brown accordion binder.
 - o If anyone has questions regarding lots & payments, please direct all inquiries to the Treasurer or Office Manager.
 - o Always make up a receipt even if the payer does not want a receipt. Record the payment on log sheets in the blue binder.
 - o Do not put anything in Balance Owing on the receipt. It should have Date, Name, Amount Paid, Cash or Check number, and lot numbers.
 - o Put the check and or cash in the envelope in the blue binder.
 - o **Do not take any checks drawn on a Canadian Bank.** The banks charge LVR a \$25.00 fee to process a Canadian Bank. Canadians usually pay by cash or a check drawn on a USA Bank. The bank's address is usually on the checks.
- Keep separate monies for tickets you are selling for dances or meals! PLEASE Do not make change from one money box to another.
- Trash Bags: The trash bags will be kept in the second and third locked cabinet in the outer office. The Fees are on a sheet on the bulletin board in the office.
 - o Make up bundles of 5 each if there are none left.
 - o Record sales on your daily sheet and indicate if cash/check when selling trash bags.

- The volunteers that work on Thursday or Friday will determine if more trash bags need to be ordered. They will call and order more bags and inform the Treasurer that they need a check for the next Tuesday.
 - The volunteers that work on Friday should make sure that there are at least 15 bundles available for the Monday volunteers.
- There will be a person to oversee the Bulletin Boards. They will be responsible for putting flyers and for sale items on the bulletin boards.
 - The flyers will be put in the basket in the window until they have a chance to post them.
 - If we get items for sale, please have the current date put on them before posting on the board
 - All Master copies are filed in the blue binder.
 - If you get calls from Land Title Offices, have them email a form requesting information – Main Office will complete the form. It is very important that information is not disclosed.
 - Summer Lot Maintenance: Lot owners are asked to come in to the office in the spring and verify if their information is correct, and date an initial their forms. All owners are required to maintain their lot and to keep a Lot Maintenance form on file in the office
 - The office volunteers will track supplies for both the outer office and the main office. An inventory of the office supplies will be kept on the bulletin board in the outer office. As items are used it will be marked on the inventory listing
 - When an Ink cartridge is replace please put date on the cartridge
 - The Office volunteers will be keeping Forms and Flyers on the computer in the outer office. When forms, flyers or rock mail are needed, the Office Volunteers will make them up as appropriate. Several e-mails will be sent out the first of the season and throughout notifying that anyone wanting an e-mail sent to the community should send it to leisurevalleyranch@yahoo.com

**Leisure Valley Ranch RR&P's
Appendix VI**

**Records Production and Copying Policy
and
Document Retention Policy**

Effective Date: _____, 2019

Property Owners Association: Leisure Valley Homeowners, Inc.

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

Subdivision:

All Lots within Leisure Valley Ranch R. V. and Mobile Home Park, Phases I, II and III, according to the map or plats recorded as Document Numbers 2002-7678, 2206-8793, and 2008-1906732, respectively, in the Map Records of Hidalgo County, Texas

Charges:

Charges for examining and copying Property Owners Association information are set out in Exhibit A.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to—

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;

2. files and records of the Property Owners Association’s attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and

3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner’s personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner’s contact information, other than the owner’s address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association’s attorney’s files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney’s files and records if the Property Owners Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner’s agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association’s books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Hidalgo County, Texas.

2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association’s reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and—

- a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
- b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth

business day after the date the Property Owners Association receives the request.

4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that—

- a. informs the owner that the Property Owners Association is unable to produce the information on or before the tenth business day after the date the Property Owners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.

5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Property Owners Association to copy and forward to the owner.

6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners Association.

7. Before starting work on an owner's request, the Property Owners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

8. Within ten business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

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Document Retention Policy.

The Association hereby adopts a document retention policy as follows:

1. certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
2. financial books and records shall be retained for seven years;
3. account records of current owners shall be retained for five years;
4. contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
5. minutes of meetings of the owners and the board shall be retained for seven years;
6. tax returns and audit records shall be retained for seven years.
7. All materials used or involved in a vote of the Association Owners, either as an election of officers, approval of Bylaws, Amendments or any secret written vote will be retained for a period of seven years. This includes but is not limited to Sign-in sheets of certified voters, ballots, Talley sheets, signed envelop used to return absentee ballots, proxies, etc.
8. All sign-in rosters used to establish a quorum of membership for our five annual Association Meetings, other than those involving a vote using secret ballots, will be retained for a period of five years.

LEISURE VALLEY HOMEOWNERS, INC., a
Texas non-profit corporation

By _____
Bruce Jurrens, President

STATE OF TEXAS

COUNTY OF HIDALGO This instrument was acknowledged before me
on _____, 2019 by Bruce Jurrens, as President, of Leisure Valley Homeowners,
Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

Exhibit A
Charges for Examining and Copying Property Owners
Association Information

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A. Labor Charge for Computer Programming

If a request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge the actual cost for the programmer’s time.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner’s request for Property Owners Association information is \$15.00 an hour as this is outside normal volunteer duties and hour The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner’s request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Property Owners Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .
- b. Labor charge for computer programming – $(\text{Actual cost}) \times .20 = \text{Labor charge}$

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming, the combined overhead would be $\$15.00 + \text{Actual cost of programming} = \text{Total cost} \times .20$ (overhead charge).

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

D. Electronic Copy Charges

If the property Owners association already has the requested information in electronic storage, the charge for a copy must not exceed the cost of reproducing the information onto a portable electronic storage device or ten cents per page for standard size paper copies of the information, plus any applicable labor and overhead charges for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by eleven inches.

2. A "non-standard" copy includes everything but a copy of a piece of paper measuring eight and one-half by eleven inches. CD-ROM, Tape cartridge, Flash and thumb drives are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a request. The charges for nonstandard copies are —

- a. tape cartridge—actual cost.
- b. non-rewritable CD (CD-R)—\$1.00.
- c. Flash or Thumb drive —actual cost.
- d. other electronic media—actual cost.

- e. audio cassette—\$1.00.
- f. oversize paper copy (e.g., larger than eight and one-half by eleven inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- g. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

**Leisure Valley Ranch RR&P's
Appendix VII**

Guidelines for Alternative Payment Plans

Effective Date: _____, 2019

Property Owners Association: Leisure Valley Homeowners, Inc.

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

Subdivision:

All Lots within Leisure Valley Ranch R. V. and Mobile Home Park, Phases I, II and III, according to the map or plats recorded as Document Numbers 2002-7678, 2206-8793, and 2008-1906732, respectively, in the Map Records of Hidalgo County, Texas

Payment Plan Guidelines:

The minimum term for a payment plan offered by the Property Owners Association is three months. The Property Owners Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan. The Property Owners Association is not required to enter a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan. The Property Owners Association is not required to make a payment plan available to an owner after the 30-day period for cure described by Texas Property Code, Section 209.0064(b)(3) expires. The Property Owners Association is not required to allow an owner to enter a payment plan more than once in any 12-month period.

Administrative Fee: \$25.00 each month during the term of the payment plan

Annual Interest Rate: 6%

The Property Owners Association establishes these 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. However, delinquency in payment of a debt will result in nonmonetary penalties, such as loss of privileges.

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Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association.

Owners can make no more than one request for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

LEISURE VALLEY HOMEOWNERS, INC., a
Texas non-profit corporation

By _____

Bruce Jurens, President

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2019 by Bruce Jurens, as President of Leisure Valley Homeowners, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

Leisure Valley HOA Architectural Control Committee

Charter

Appendix VIII

Mission Statement

The goal of the Architectural Control Committee is to ensure that Leisure Valley remains an attractive community. The committee's primary scope is to ensure that no outside structures, such as Brick Homes, Park Models, Mobil Homes, Casitas, RV's, drives, patios, awnings, or fences shall be placed on or erected, or altered on any lot until construction plans and

LVR RR&P's
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specifications and plot plans showing the location of the 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. This will be accomplished by enforcing the letter and the spirit of the Covenants, By Laws, and the Roles, Rules & Procedures for Leisure Valley Ranch Association as they apply to the appearance and maintenance of the community.

Type of Committee

The Architectural Control Committee is a Management Committee, authorized by the LVR Board, that meets weekly.

Chairperson

The Chairperson of the Committee will be selected by President of the LVR board.

Membership

The Committee will consist of the Chairperson, an administrative assistant, a Board Representative and other members appointed by the LVR Board.

Activities, Duties and Responsibilities

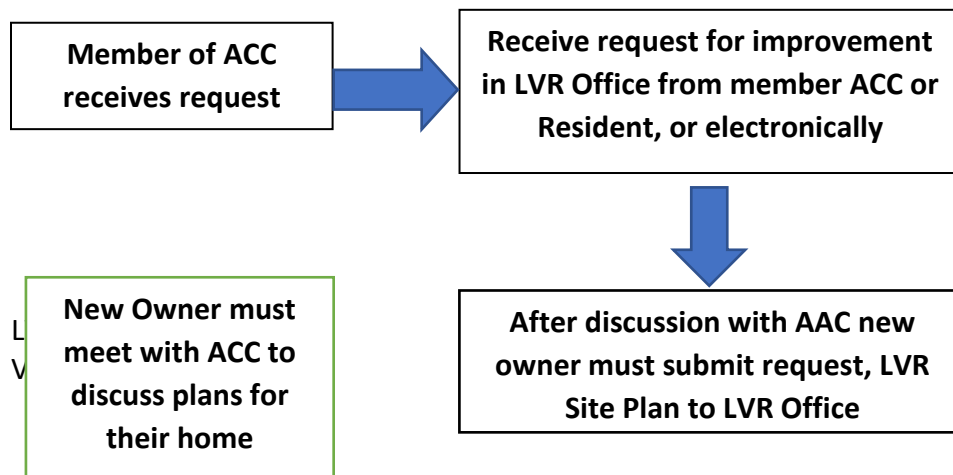
The responsibilities of the committee are to approve or disapprove all Site Plans received by the Architectural Control Committee; and to communicate to the resident that approval or disapproval. The Committee will also endeavor to address any issues that arise from the Compliance Committee or members of the community.

Declaration of Acceptance

If this Charter is acceptable it should be signed and dated by the President of the Board of Directors of Leisure Valley Ranch Homeowners Association.

Name: Approved by the LVR Board Date: February 27

Flow Chart of Improvements to a Lot





**LEISURE VALLEY RANCH RR&P'S
APPENDIX IX
ARCHITECTURAL CONTROL COMMITTEE SET UP PROCESS**

THE FOLLOWING PROCEDURES TO SET UP LVR LOT FILES AND INFORMATION SHALL BE FOLLOWED:

BECAUSE, AS OF SEPTEMBER 1, 2019, THIS OCCURRED:

“Leisure Valley Ranch Association has assumed Architectural control of all Lots within LVR except for those documented in the conveyance documents that are to remain under control of Martin Valley Ranch. Martin Valley retains for itself full authority to approve and disapprove plans and specifications for improvements on the lot so long as Assignor has continually maintained ownership or a secured interest in the subject lot since the recording of this instrument with the Hidalgo County Clerk. ((Martin Lots include the following: Lots 234, 237, 244, 253, 254, 255, 256, 259, 260, 261, 262, 264, 265, 266, 267, 272, 275, 276, 277, 278, 279, 282, 291, 293, 305, 312, 313, 314, 315, 316, 317, 320, 321, 322, 323, 324, and 329) “ The LVR Architectural Control Committee was formed.

LVR Architectural Control Committee will use existing Covenants, Conditions & Restrictions (CCR’s) as their guidance when considering any request for new construction or modification of existing structures. There will be no past precedents from any actions taken previously by Martin Valley Ranch.

Any construction prior to LVR assuming Architectural control will be accepted as approved by Martin Valley Ranch. Owners that have had construction on their lots previous to LVR assuming control are expected to be able to produce documents that show the construction was reviewed and approved by Martin Valley Ranch – individual lot owners are responsible for any infringement on easements or violations of any county or higher level government agencies

LVR Architectural Control Committee –

The committee’ primary scope is to ensure that 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

LVR RR&P’s

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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 Control Committee will have auspices over the following sections of the LVR Covenants

- Lot Uses
- Restricted Lots
- Yard Dimension
- Utility Easements
- Foundations
- Lot improvements and outbuildings
- Location Of units
- Digging and Drilling
- Skirting
- Sheds
- Anchoring
- Fencing
- Flags and Flagpoles

Note in accordance with our CCR's and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.

THE PROCESS TO MAINTAIN DOCUMENTATION OF LOT IMPROVEMENTS AS OF SEPTEMBER 1, 2019

In this document Leisure Valley Ranch is referred to as LVR, and the Architectural Control Committee is referred to the ACC.

1. Files folders for *each lot* in LVR are kept in a file cabinet in the LVR main office. All lots have folders; those that are still under Martin Valley Control have a red paper clip on them. A current copy of the

LVR Phone Directory will be kept in the file cabinet for easy reference.

2. The file folders will note that the lots are either RV lots, Town Homes or Garden Homes or Permanent Brick Home Lots The designation will be as they were originally established on the LVR Recorded Subdivision Plats. (Exhibit 1)
3. When we receive information from Martin Valley that a lot is being turned over to LVR the clip will be removed. Rick Martin will call the current LVR President to notify LVR that a lot is being turned over to the association. (A review of the Hidalgo County Tax assessor will be made to verify if a Warranty deed has been issued.) (See Exhibit 2) **(Currently LVR is working on a Letter of Conveyance, with our lawyer. When that is received the process will be updated)**
4. A copy of the Resident Information sheet will be filed in each folder. This information sheet also lists the birth date of everyone. If a resident does not have a Resident Information sheet a copy of the current resident information in Quick Books will be input into the file.
5. A copy of any information that the LVR Office maintains will be filed in the appropriate folder. (examples may be exemptions for HOA dues, and any requests for ACC changes to lots)

THE PROCESS FOR RESIDENTS SUBMITTING REQUESTS FOR CHANGES TO THEIR EXISTING LOT OR FOR NEW DEVELOPMENT.

If a current, or new resident, wants to make improvements to their property or move a new RV or Motorhome into LVR, they must pick up these documents; “LVR Site Plan”(Exhibit 3), and “Rules Covering all Improvements to Property in Leisure Valley Ranch”(Exhibit 4), from the Front Office.

1. Leisure Valley Residents must submit, in writing, an LVR Site Plan Application to the ACC. If the Site Plan request is for a structural change, or an addition of concrete, to a lot, a diagram must be attached.
2. New residents to LVR must also submit an LVR Site Plan describing their plans for moving a mobile home, park model, travel trailer or motor home onto their site. The Site Plan requires specific information of their home, such as year, length, width and estimated time of arrival.
3. If a resident wants to rent their site, they must submit an LVR Site Plan describing the renter’s RV.
4. A completed LVR Site Plan may be turned in to the LVR main office; handed to one of the ACC committee members or sent electronically by e-mail.
5. If the site plan is carried to the office or given to a member of the ACC, the request will be date stamped at the Office, If the site plan is emailed, the date of the email will be used as the starting date. The Office will call the Chair of the ACC when any site plans are received.
6. If the resident is making changes to existing structures that were previously accepted by Martin Valley Ranch, the resident must produce the documentation as stated below in the Statement by LVR after September 1, 2019.

“Any construction prior to LVR assuming Architectural control will be accepted as approved by Martin Valley Ranch. Owners that have had construction on their lots previous to LVR assuming control are expected to be able to produce documents that show the construction

was reviewed and approved by Martin Valley Ranch – individual lot owners are responsible for any infringement on easements or violations of any county or higher level government agencies”

7. Previous documents may be obtained, either from the County or from Rick Martin. “Rick Martin recommended they go to the county, which is a higher authority, but did agree that they could come to Martin Valley Ranch to get a copy at a cost of \$25.00”, until such time as the records are turned over to LVR.
8. The ACC will meet on a weekly basis or as needed to review and discuss requests.
9. The ACC will contact the resident and meet with the resident in the office or on their lot and review the request with them.
- 10.If the ACC has no problems with the request and it meets all requirements as stated in the Covenants, then, The ACC will decide to approve the request within 30 days, as stated in the LVR DECLARATION OF COVENANTS. The diagram will be date stamped and initialed with a positive response.
- 11.If the ACC has questions or comments and the diagram needs some modifications or cannot be accepted, then, The ACC will decide to disapprove the request within 30 days, as stated in the LVR DECLARATION OF COVENANTS. The diagram will be date stamped and initialed with a negative response.
- 12.The resident can appeal the disapproval to the full board, or they can then modify the drawing and resubmit it to the ACC.
- 13.The approved site plan is valid for a period of 6 months.

ACC PROCESS FOR APPLYING FOR EXEMPTIONS TO THE FLYING OF A SPECIFIC FLAG

“Note in accordance with our CCR’s and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.”

If a current resident wants to submit an exemption to the Flag regulations as stated above, they must fill out the “Flag Exemption Form, as shown in Exhibit 7, of the CCR’s.

The LVR resident can pick up a Flag Exemption form from the LVR office or, download one from the Leisure Valley Ranch web site. (leisurevalleyranch.info)

The resident should complete the form, stating the specifics of the flag that they want to be fly, and sign the form on the signature line with the date.

The resident returns the completed exemption form to the LVR office.

The LVR office will notify the Chairman of the ACC.

The ACC will meet and approve or deny the request and notify the resident of the decision.

The request will then be filed in the main LVR office, in the file cabinet, by lot number. A copy of the exemption will be given to the LVR resident.

Flag Exemption

Note in accordance with LVR CCR's and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.

The Architectural Control Committee of Leisure Valley Ranch exempts:

_____ residing at
_____, Lot # _____; to fly (specify flag):

Signature _____ Date _____

Architectural Control Committee Approval (majority of the ACC)

LVR ACC Approval and date _____

THE DECISION PROCESS WILL BE MADE BASED ON THE FOLLOWING CRITERIA AS STATED IN THE LVR COVENANTS.

THE FOLLOWING IS TAKEN FROM THE DECLARATION OF COVENANTS AS IT EXISTS TODAY DECEMBER 5, 2019. AS CHANGES ARE MADE TO THESE COVENANTS THE REQUIREMENTS IN THIS DOCUMENT WILL BE CHANGED

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

I. MOBILE HOMES, PARK MODELS TRAVEL TRAILERS, MOTORHOMES

YARD DIMENSIONS

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

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.

LOT IMPROVEMENTS AND BUILDING

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.

LOCATION OF UNITS

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.

ANCHORING

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.

SHEDS

Sheds must be approved by the Architectural Committee and must always maintain suitable finish. 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.

SELLING OF LOTS WITH PARK MODELS, RV'S ETC

In the case of a lot sold with a Park Model, Mobil Home or an RV, the sale will be treated as two separate transactions. Unless the owner has filed an **'SOL'** (**Form 1037 Statement of Ownership and Location**), document from the state. The SOL surrenders a title of a RV, Park Model or Mobile Home/Manufactured Home so that it becomes attached to the "dirt". If an owner has done this, it is considered an "improvement on the property ". If the owner has not filed the SOL and the personal property is to be left on the property, the sale will be treated as two separate transactions. The new owner will be required to have the approval of the Architectural Control committee for the purchased Park Model, Mobil Home or RV to remain on the lot. An owner selling a lot with an existing Park Model, Mobile Home or RV is required to ensure the buyer understands the approval required. Likewise, a seller can request reapproval prior to sale so the new buyer can purchase the existing Park Model, Mobil Home or RV with the confidence that it may remain on the lot once purchased, subject to all other provisions of this document.

BRICK HOMES

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.

No temporary house, trailer, tent, recreational vehicle, garage or other out building

LVR RR&P's

Ver 13 , Nov 20, 2020

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.

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. 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. Structures must be 90% brick veneer with brick and roof color being neutral in nature. No structures shall have flat roofs.

YARD DIMENSIONS FOR BRICK HOMES

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.

FENCES FOR BRICK HOMES

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. 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 side streets if approved by the Architectural Committee.

FOUNDATIONS

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

III. RESTRICTED LOTS

In the original Covenants in 2002

Those lot owners wishing to be exempted from annual assessments will be required to have a restricted title (deed) for said lot. The cost will be assumed by the owner. Owners of half-lots will not be required to pay annual assessments of the half-lot. Owners may obtain a letter of restriction status from the Architectural Committee in lieu of restricted deed.

Any owner who has two lots adjacent may apply for restricted use on one lot and the other will have regular status. This owner will pay one annual assessment. To qualify for a restricted deed, the owner must own two or more lots, the lots must be contiguous, and one of them must be the owner's principal residence. An owner may not have any more than one (1) restricted lot.

Lot(s) with restricted use deeds can be used for living quarters by the owner provided the quarters are attached to the owner's unit and cannot be rented for occupancy. The owner is responsible for the lot maintenance. Restricted lots may have (with the approval of the Architectural Committee) the following improvements: Trees, shrubs, lawn, flowers, carport, concrete pad, shed, other items as approved by the Architectural Committee. The Architectural Committee must be notified in writing when restricted lots are removed from restriction, and any construction must comply as stipulated in these covenants."

On January 15, 2015 this was added as an amendment

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.
2. A "Restricted 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 "restricted lot" will terminate.
3. A "Restricted Lot" cannot be used or occupied by any other person or entity than the owner of the companion contiguous lot.
4. Leisure Valley Homeowners, Inc, the homeowner's association for the subdivision, will determine how a restricted lot is treated regarding assessment of dues.

IV. TEXAS STATUTES (SHOWN IN EXHIBIT 5)

- A. All Solar Devices, must be approved prior to installation from the ACC,
- B. Approval by architectural review authority under the Covenant (the “ACC”) is required prior to installing rain barrels or a rainwater harvesting system on a residential lot.
- C. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot (“Freestanding Flagpole”).

Exhibit 1

Per LVR Plats

Lot 1 – 100	RV & MH
Lot 101 – 136	Permanent Brick Homes
Lot 137 – 200	RV & MH
Lot 201 – 206	Permanent Brick Homes
Lot 207 – 217	Town House or Garden Homes
Lot 218 – 229	Permanent Brick Homes
Lot 230	LVR Rec Hall
Lot 231 – 301	RV & MH
Lot 302 – 340	Permanent Brick Homes
Lot 341	Martin House

Exhibit 2

Instructions to Capture information of Structures on LVR Lots

1. Go to site www.hidalgoad.org
2. Select Property Search
3. Select Advanced
4. Go to Additional Criteria
5. In Subdivision type in Leisure... A pop-up screen will appear; select which Phase that you want.
6. Go to the bottom and select search.
7. A listing of all the lots in the Phase will appear
8. Find the Name of the resident you are searching for.
9. The listing will show the lot and the name of the resident.
10. At the end of the line you will see View Details.
11. A screen will pop-up to show all information about the lot (Values, Taxing, Improvement/Building, Land, Roll Value History, Deed History and Tax Due.) Under Deed History you can see the Warranty Deed information.
12. You can also see a map with the location of the property.

Exhibit 3

LEISURE VALLEY RANCH
SITE PLAN APPLICATION

Date Submitted (Date Stamp) _____ Initials _____

LVR Lot # _____

Property Owner _____ Phone Number _____

LVR Address _____ Cell Number _____

Class of Work: (Check the following that apply)

Mobile Home Year _____ Length _____ Width _____

Estimated Arrival Date _____

Park Model Year _____ Length _____ Width _____

Estimated Arrival Date _____

Shed

Awning

Concrete

Other

Description/Comments

I will abide by the Covenants of Leisure Valley Ranch in the completion of this project. If any changes are made to the plans after approval, I will notify the Architectural Control Committee for their review and approval.

Signature _____ Date _____

(Property Owner)

Architectural Control Committee Approval

Date _____

Date _____

Date _____

Date _____

THE APPROVED SITE PLAN IS VALID FOR A PERIOD OF 6 MONTHS, FROM THE DATE OF ACC APPROVAL

Exhibit 4

Rules Covering All Improvements to Property in Leisure Valley Ranch

1. Plans and drawings MUST include a LVR Site Plan and include: All property lines, setbacks, easements, awnings, building placements and the RV, park model and mobile home placements and should be delivered to the LVR business office where they will be held for pickup by an Architectural Committee representative.
2. Property Owners name, address, and lot number must be included on all plans and plans must be signed.
3. ALL NEW CONCRETE additions to properties will require property boundary pin locate and flagging. If property boundary pins cannot be located, then the property owners will be required to have a stake survey done at their own expense. This must be done before any approvals by the Architectural Control Committee.
4. Property Owners should be available to answer any question the committee may have.
5. All Architectural Control Committee approvals will be completed within 30 days after receipt.
6. Each Property Owner will be notified by the Architectural Control Committee to pick up their approved plans at the business office.
7. All approved forms must be signed by a majority of the Architectural Control Committee members.
8. Any non-compliance of plans will be discussed with individual Property Owners and Property Owners will be advised of the changes required to conform before approval will be given.
9. Property Owners must notify the Architectural Control Committee of the arrival date of all park models, and mobile homes that are to be place in Leisure Valley Ranch.
10. After the ACC has approved the site plan the resident **must get** a building permit from the County, prior to making any improvements to the lot.
11. All approved site plans are valid for a period of 6 months

Exhibit 5

LEISURE VALLEY HOMEOWNERS, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. _____ [Consider referencing new CCRs _____], Real Property Records, Hidalgo County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's

proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

LEISURE VALLEY HOMEOWNERS, INC.
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. _____ [Consider referencing new CCRs _____], Real Property Records, Hidalgo County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in

writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common

area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

LEISURE VALLEY HOMEOWNERS, INC.
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. _____ [Consider referencing new CCRs _____], Real Property Records, Hidalgo County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

A. ARCHITECTURAL REVIEW APPROVAL.

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the architectural review authority under the Covenant (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "Flagpole Application"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed.
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height.
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5').
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record.

- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated, or structurally unsafe flagpole must be repaired, replaced, or removed.
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
- (i) Any external halyard of a flagpole must be secured to reduce or eliminate noise from flapping against the metal of the flagpole.

Exhibit 6

Architectural Control Compliance Process

	Architectural Control Compliance Process	Maximum Estimated Business Days
Step 1: Property Violation	The Architectural Control Committee (ACC) performs inspection for property covenant violation(s) and fills out <u>ACC Property Violation Report</u>	1
Step 2: Property Notification Letter	<p>ACC Accounting reviews violation reports and enters data in the <u>ACC Site Plan and Compliance spreadsheet</u></p> <p>ACC Accounting sends the Property Covenant Violation Notification letter to the property owner by USPS certified mail. Allow three (2) calendar days to send by USPS.</p> <p>ACC Accounting files the report and the letter in the lot folder in file cabinet in the LVR office</p> <p>The certified letter receipt is attached to copy of the letter and filed in the Lot folder</p>	2
Step 3: Timeframe allowance for Property owner to remedy violations	USPS certified mail allows five (5) calendar days for the owner to receive the certified letter and thirty (30) calendar days to rectify the violations. (allowing for certified mail delivery time a total of about thirty-five (35) days)	35
Step 4: ACC performs 2nd inspection	<p>If the property owner has rectified the violation(s), the ACC notifies ACC Accounting to enter the date on the <u>ACC Site Plan and Compliance spreadsheet</u></p> <p>If the property owner has not rectified the violation, the ACC notifies the ACC Accounting to enter the non-compliant date on <u>ACC Site Plan and Compliance spreadsheet</u></p>	1
Step 5 2nd Notification letter	For non-compliance, the ACC Accounting prepares the Property Covenant Violation 2nd Notification letter; makes a copy of the letter for the LVR files and sends the letter to the property owner by USPS certified mail .	2

	The <i>certified letter receipt</i> is attached to the copy of the letter and filed in the Lot folder in the LVR office. (100.00)	
Step 6: Timeframe allowance for Property owner to remedy violations	<i>USPS certified mail</i> allows five <u>(5) calendar days</u> for the owner to receive the certified letter and <u>thirty (30) calendar days</u> to rectify the violations. (allowing for certified mail delivery time a total of about <u>thirty-five (35) days</u>). (100)	35
Step 7: ACC performs 3 rd inspection	If the property owner has rectified the violation(s), the ACC notifies ACC Accounting. The compliant date is entered on the report, and on <u>ACC Site Plan and Compliance spreadsheet</u> . If the property owner has not rectified the violation, the ACC notifies the ACC Accounting to enter the non-compliant date on <u>ACC Site Plan and Compliance spreadsheet</u>	1
Step 8: 3 rd Notification Letter	For non-compliance, the ACC Accounting prepares the <u>Property Covenant Violation 3rd Notification</u> letter; makes a copy of the letter for the LVR files and sends the letter to the property owner by <u>USPS certified mail</u> . The <i>certified letter receipt</i> is attached to the copy of the letter and filed in the Lot folder in the LVR office. (200)	2
Step 9: Timeframe allowance for Property owner to remedy violations	<i>USPS certified mail</i> allows five <u>(5) calendar days</u> for the owner to receive the certified letter and <u>thirty (30) calendar days</u> to rectify the violations. (allowing for certified mail delivery time a total of about <u>thirty-five (35) days</u>). (200)	35
Step 10: ACC performs 4 th inspection	If the property owner has rectified the violation(s), the ACC notifies ACC Accounting. The compliant date is entered on the report, and on <u>ACC Site Plan and Compliance spreadsheet</u> . If the property owner has not rectified the violation, the ACC notifies the ACC Accounting to enter the non-compliant date on <u>ACC Site Plan and Compliance spreadsheet</u> .	1

<p>Step 11: 4th and Final Notification Letter</p>	<p>For non-compliance, the ACC Accounting prepares the <u>Property Covenant Violation 4th Notification</u> letter; makes a copy of the letter for the LVR files and sends the letter to the property owner by <u>USPS certified mail</u>.</p> <p>The <i>certified letter receipt</i> is attached to the copy of the letter and filed in the Lot folder in the LVR office. (300.00)</p>	<p>2</p>
<p>Step 12: Timeframe allowance for Property owner to remedy violations</p>	<p><u>USPS certified mail</u> allows five <u>(5) calendar days</u> for the owner to receive the certified letter and <u>thirty (30) calendar days</u> to rectify the violations. (allowing for certified mail delivery time a total of about <u>thirty-five (35) days</u>. (300)</p>	<p>35</p>
<p>Step 13: Final Inspection</p>	<p>If the property owner has rectified the violation(s), the ACC notifies ACC Accounting. The compliant date is entered on the report, and on <u>ACC Site Plan and Compliance</u> spreadsheet.</p> <p>If the property owner has not rectified the violation, the ACC notifies the ACC Accounting to enter the non-compliant date on <u>ACC Site Plan and Compliance</u> spreadsheet</p>	<p>1</p>
<p>Step 14: Final Actions for non- compliance</p>	<p>ACC Accounting updates the <u>Site Plan and Compliance</u> spreadsheet and follows LVR process for hiring contractors.</p> <p>ACC Accounting files the violation report and notification letters in Lot folder for potential legal action against the property owner.</p> <p>Contractor follows LVR invoicing process</p>	<p>Total Days unknown</p>

The total time is approximately 153 days. The last Step is currently an unknown.

ACC Property Violation Report

Owner _____ Lot# _____

Original Inspection Date _____

Property Violation

Inspectors

Signatures: _____

1st Notification Inspection Compliant Date _____ Non-Compliant Date _____

Inspectors Signatures: _____

2nd Notification Inspection Compliant Date _____ Non-Compliant Date _____

Inspectors Signatures _____

3rd Notification Inspection Compliant Date _____ Non-Compliant Date _____

Inspectors signatures: _____

Hire LVR Contractor: Y _____ N _____

Inspectors

Signatures: _____

LVR RR&P's

Ver 13 , Nov 20, 2020

Leisure Valley Ranch Association
Property Covenant Violation 1st Notification

Property Owner _____ Lot# _____ Date _____

—

This notice is to inform you that your property is currently in violation of LVR Covenants and Bylaws. Compliance to all aspects of the LVR governing documents is the responsibility of every owner. In respect to administering property compliance to governing documents, the LVR Board, and its designated committees are vested with that responsibility and authority. Your property is currently in violation of the following Architectural Control Covenants

Property Covenant Violation

You have thirty (30) calendar days after receiving this dated written notice to correct the situation. If you ignore this request, the Architectural Control Committee will take the next steps regarding property covenant compliance; a fine of \$100. will be charged to your account. If you have issues and concerns regarding this etc., please send a message to LVR ACC email address lvrcommittee@gmail.com stating your issue or concerns regarding this notification.

You may have already taken care of this matter by the time that you receive this notice. Thank you for your cooperation in keeping LVR looking good.

LVR ACC

**Leisure Valley Ranch Association
Property Covenant Violation (2nd) Letter**

Property Owner _____ Lot# _____

ACC Original Inspection Date: _____

ACC 2nd Inspection Date: _____

This notice is to inform you on the above stated ACC 2nd inspection date, your property was still non-compliant with the LVR Covenants Stipulations and Restrictions (CSRs) as stated below. It is the personal responsibility of every owner to comply and enforce the CSRs to protect property values and desirability of the LVR subdivision.

Your property is in non-compliance of the following CSRs property covenants:

As explained in the previous letter a fine of \$100. has been added to your account. You have thirty (30) calendar days after receiving this dated written notice to correct the situation. If you ignore this request, the Architectural Control Committee will take the next steps regarding property covenant compliance. If we do not receive a reply a fine an additional \$100. will be charged to your account. If you have issues and concerns regarding this, please send a message to LVR ACC email address lvracccommittee@gmail.com stating your issue or concerns regarding this notification.

You may have already taken care of this matter by the time that you receive this notice. Thank you for your cooperation in keeping LVR looking good.

LVR ACC

**Leisure Valley Ranch Association
Property Covenant Violation 3rd Letter**

Property Owner _____ Lot# _____

ACC Original Inspection Date: _____

ACC 3rd Inspection Date: _____

This notice is to inform you on the above stated ACC 3rd inspection date, your property was still non-compliant with the LVR Covenants Stipulations and Restrictions (CSRs) as stated below. It is the personal responsibility of every owner to comply and enforce the CSRs to protect property values and desirability of the LVR subdivision.

Your property is in non-compliance of the following CSRs property covenants:

As explained in the previous letter an additional fine of \$100, for a total of \$200. has been added to your account. You have thirty (30) calendar days after receiving this dated written notice to correct the situation. If you ignore this request, the Architectural Control Committee will take the next steps regarding property covenant compliance. If we do not receive a reply a fine an additional \$100. will be charged to your account. If you have issues and concerns regarding this, please send a message to LVR ACC email address lvrcommittee@gmail.com stating your issue or concerns regarding this notification.

You may have already taken care of this matter by the time that you receive this notice. Thank you for your cooperation in keeping LVR looking good.

LVR ACC

**Leisure Valley Ranch Association
Property Covenant Violation (4th) Letter**

Property Owner _____ Lot# _____

ACC Original Inspection Date: _____

ACC 4th Inspection Date: _____

This notice is to inform you on the above stated ACC 2nd inspection date, your property was still non-compliant with the LVR Covenants Stipulations and Restrictions (CSRs) as stated below. It is the personal responsibility of every owner to comply and enforce the CSRs to protect property values and desirability of the LVR subdivision.

Your property is in non-compliance of the following CSRs property covenants:

As explained in the previous letter an additional fine of \$100, for a total of \$300. has been added to your account. You have thirty (30) calendar days after receiving this dated written notice to correct the situation. If you ignore this request, the Architectural Control Committee will take the next steps regarding property covenant compliance; steps will be taken to correct the violation. If you have issues and concerns regarding this, please send a message to LVR ACC email address lvrcommittee@gmail.com stating your issue or concerns regarding this notification.

You may have already taken care of this matter by the time that you receive this notice. Thank you for your cooperation in keeping LVR looking good.

LVR ACC

ACC process for Applying for exemptions to the Flying of a specific FLAG

“Note in accordance with our CCR’s and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.”

If a current resident wants to submit an exemption to the Flag regulations as stated above, they must fill out the “Flag Exemption Form, as shown in Exhibit 7, of the CCR’s.

The LVR resident can pick up a Flag Exemption form from the LVR office or, download one from the Leisure Valley Ranch web site. (leisurevalleyranch.info)

The resident should complete the form, stating the specifics of the flag that they want to be fly, and sign the form on the signature line with the date.

The resident returns the completed exemption form to the LVR office.

The LVR office will notify the Chairman of the ACC.

The ACC will meet and approve or deny the request and notify the resident of the decision.

The request will then be filed in the main LVR office, in the file cabinet, by lot number. A copy of the exemption will be given to the LVR resident.

Flag Exemption

Note in accordance with LVR CCR's and Policy on flags only the United States Flag, The Texas state flag and an official or replica flag of any branch of the United States Military may be flown. Owners can solicit the LVR ACC for exceptions to fly a specific flag other than those listed above. No flags other than those listed as authorized will be flown unless an exception is granted.

The Architectural Control Committee of Leisure Valley Ranch exempts:

_____ residing at _____, Lot
_____; to fly (specify flag):

Signature _____ Date _____

Architectural Control Committee Approval (majority of the ACC)

LVR ACC Approval and date _____

**Leisure Valley Ranch RR&P's
Appendix X
Compliance Charter and Process**

Charter

Leisure Valley POA Compliance Committee

Mission Statement

The goal of the Compliance Committee is to ensure that Leisure Valley remains an attractive community where adults will come to live part time and full time to enjoy the amenities that the community has to offer, to promote a visually pleasing look to the community, and promote an atmosphere where property values will continue to grow. This will be accomplished by enforcing the letter and spirit of the Covenants, By Laws, and the Roles, Rules & Procedures for Leisure Valley Ranch Association as they apply to appearance and maintenance of the community. Additionally, on every two-year basis, the Compliance Committee will collect information required by the Housing for Older Persons Act (HOPA) to assure that Leisure Valley Ranch remains a 55+ community.

Type of Committee

The Compliance Committee is a Management Committee that will meet at least once a month. Additional meetings may be called during the period of January thru March.

Chairperson

The Chairperson of the Compliance Committee will be selected by the Board President for a term not to exceed 2 years.

The Board President may also appoint a Vice Chairperson to perform the duties of the Chairperson in his or her absence. At least one of the Chairperson and Vice Chairperson should be a full-time resident of Leisure Valley Ranch.

Membership

The Committee will consist of the Chairperson, an administrative assistant, a Board representative, and an inspector group in a number ranging from 3 to 6, depending on the workload at a given time. Meetings of the LVR Compliance Committee are not intended to be open to property owners.

Activities, Duties, and Responsibilities

The responsibilities of the committee are to perform inspections on designated properties in Leisure Valley Ranch and in the event a property owner is found to be non-compliant with the governing documents, a noncompliance report (NCR) is created. The NCR report will be communicated to the property owner for proper resolution per the LVR Roles, Rules & Procedures, Appendix X.

On every 2-year basis the LVR Compliance Committee will gather the information required by the Housing for Older Persons Act (HOPA) as detailed in the LVR Roles, Rules & Procedures, Appendix XI.

Declaration of Acceptance

If this Charter is acceptable, it should be signed and dated by the President of the Board of Directors of Leisure Valley Ranch Property Owners Association.

//

Name // Bruce Jurren//, President **Date** Feb 27, 2020

Compliance Process

Steps	Property Inspections and Compliance Process	Maximum Estimated Business Days
Step 1: 1st Inspection	<ol style="list-style-type: none"> Property Compliance Committee (PCC) performs 1st inspection for property covenant violations and fills out <u>Non-Compliance Report (NCR)</u> report. PCC files lot NCR reports in NCR folder in the LVR office for the PCC Admin (Admin) to process. 	3
Step 2: 1 st NCR Letter - Admin prepares 1 st NCR letter.	<ol style="list-style-type: none"> Admin reviews violation reports and enters data in the <u>NCR Notification</u> spreadsheet. Admin sends the Non-Compliance Report (NCR) 1st Notification letter to the property owner by USPS Admin files NCR reports in the NCR folder in the LVR office for the PCC to use for 2nd property inspections. 	3
Step 3: 1 st NCR letter - Timeframe allowance for Property owner to remedy violations	<ol style="list-style-type: none"> USPS mail - allow three (3) business days for the owner to receive the letter and 10 days for the owner to rectify the violations for a total of 13 days. Continually monitor the Compliance Committee email address lvrcompliance02@gmail.com for property owner's emails throughout this process. 	13
Step 4: 2nd inspection. PCC performs 1 st NCR Letter compliance inspection	<ol style="list-style-type: none"> If the property owner has rectified the violation(s), the PCC enters inspection compliant date on the report. PCC files report in <u>NCR folder</u> for processing. If the property owner has not rectified the violation, the PCC enters non-compliant date in the section provided. PCC file reports in the NCR folder for processing. 	3
Step 5: 2 nd NCR letter - Admin prepares 2 nd NCR letter.	<ol style="list-style-type: none"> Admin updates the NCR Notification spreadsheet. If the owner is compliant, the NCR report is shredded in the office shredder. For non-compliance, the Admin prepares the NCR 2nd Notification letter and send the letter to the owner by USPS mail. Admin files NCR reports in the NCR folder in the LVR office for the PCC to use for 3rd property inspections Continually monitor the Compliance Committee email address lvrcompliance02@gmail.com for property owner's emails throughout this process. 	3
Step 6: 2 nd NCR Notice -	<ol style="list-style-type: none"> As stated in Step 3, allow three (3) business days for the owner to receive the letter and 10 days for the owner to rectify the violations for a total of 13 days. 	13

Timeframe allowance for Property owner to remedy violation.	2. Continually monitor the Compliance Committee email address lvrcompliance02@gmail.com for property owner's emails throughout this process.	
Step 7: 3rd inspection PCC performs 2 nd NCR letter compliance inspection	1. If the property owner has rectified the violation(s), the PCC enters inspection compliant date on the report. PCC file reports in NCR folder for processing. 2. If the property owner has not rectified the violation, the PCC enters non-compliant date in the section provided. PCC file reports in NCR_folder for processing.	3
Step 8: NCR Final letter - Admin prepares NCR Final Notification letter	1. Admin updates the NCR Notifications spreadsheet. If the owner is compliant, the NCR report is shredded in the office shredder 2. For non-compliance, the Admin prepares the NCR Final Notification letter; makes a copy of the letter for the LVR files and sends the letter to the property owner by USPS certified mail . 3. The certified letter receipt is attached to the copy of the letter and filed in the lot folders in the LVR Office files. Admin files the violation reports in NCR folder for PCC final inspection.	5
Step 9: NCR Final Letter - Timeframe allowance for Property owner to remedy	1. For USPS certified mail - Allow five (5) business days for the property owner to receive the certify letter and 10 days to rectify the violations. Total of 15 days.	15
Step 10: 4th Inspection: PCC performs NCR Final Notification compliance inspection.	1. PCC perform the NCR Final Notification inspection. 2. If the property owner is compliant, the PCC fills in Final Notification Inspection Compliant Date on the report and files it in the NCR folder. 3. If the lot owner has not remedied the violation, the PCC fills in Non-Compliant Date and checks "Y" in <u>Hire LVR Preferred Contractor</u> section. The PCC signs and submits report to the Admin for processing.	3
Step 11: Final Actions for non-compliance	1. Admin updates the NCR Notification spreadsheet. If the owner is compliant, the NCR report is shredded in the office shredder. 2. If the owner is non-compliant, the Admin files the NCR report with the final NCR letter and USPS certified mail receipt in the Office file folder for potential legal action against the property owner. 3. Admin follows LVR process for hiring preferred contractors. 4. Contractor follows LVR invoicing process	3
	Total Estimate Business Days to complete process	67 Days

Non-Compliance Report (NCR)

Lot Owner: _____ **Lot(s)#** _____

Initial Inspection Date: _____ **Submission Date for Processing:** _____

- _____ Yards with lawns are to be kept mowed and trimmed to less than 4 inches year-round,
- _____ Rock yards must be weed and grass free including cracks in the cement.
- _____ Trimmings must be blown or swept from the street and driveway.
- _____ Bushes and trees should be trimmed so that they do not present a hazard to any roadway or encroach into another Owners property.
- _____ Fallen Fruit on the ground must be removed.
- _____ Storage of construction materials, tires, boxes, appliances on the lot is prohibited.
- _____ All lots shall be free of debris. No trash, ashes, garbage or other refuses shall be dumped or stored on the lot.
- _____ Lots must be mowed and free of debris during construction.
- _____ All lots shall be kept free of inoperative vehicle or wrecked vehicles.
- _____ Other maintenance required: _____

Inspectors Printed Last Name: _____

Inspectors Signature: _____

1st Notification Inspection: Compliant Date _____ Non-Compliant Date _____

Inspectors Printed Last Name: _____

Inspectors Signature: _____

2nd Notification Inspection: Compliant Date _____ Non-Compliant Date _____

Inspectors Printed Last Name: _____

Inspectors Signature: _____

Final Notification Inspection: Compliant Date _____ Non-Compliant Date _____

Inspectors Printed Last Name: _____

Inspectors Signature: _____

Hire LVR Preferred Contractor: Y _____ N _____

Inspectors Printed Last Name: _____

Inspectors Signature: _____

Other Covenant Compliance/Restrictions Options:

01 Other Maintenance

01A All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles (only minor auto repair shall be permitted).

01B Storage of tires, boxes, appliances, etc. in the open lot shall be prohibited.

01C RV Lots Vegetable gardens shall be confined to the rear of lots, but not on easements.

01D Brick Homes No vegetable gardens are permitted.

01E Brick Homes All lots bordering the golf course shall consist of Bermuda grass only.

01F Brick Homes Any rock lawns shall be framed with concrete borders separating adjacent lots. Timbers will no longer be permitted for borders.

02 Vehicle Parking

02A RV Lots 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.

02B RV Lots Only one recreational vehicle may be parked on a lot. Same restrictions apply to vehicles parked on restricted lots.

02C Brick Home RV loading and unloading shall not exceed 48 hours at the home site.

02D No resident vehicles may be stored on guest parking areas on common grounds.

03 Clotheslines

03A RV Lots Clotheslines shall be restricted to umbrella type and shall be constructed at rear of lots, or a location approved by the Architectural Committee.

03B Brick Home No outside clotheslines of any kind are permitted on either side of the street, which adjoins the golf course.

04 Commercial Vehicles

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

05 Occupancy

05A No lot shall be used for any purpose other than residential purposed and shall be occupied by adults only for single family use.

05B Visits by minor children shall be limited to thirty (30) days and shall be supervised.

05C 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.

06 Guest Use of Recreational Facilities

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.

07 Pets

07A No lot owner shall have more than two (2) dogs or two (2) cats, or a combination totaling two (2).

07B Pets must be restrained with a leash or fenced at all times.

07C No pets shall be allowed in the recreation hall or swimming pool area.

07D Lot owners shall have the responsibility of keeping their pets quiet and shall pick up waste from their pets.

07E No livestock or fowl shall be allowed.

08 TV and Radio

08A No satellite dishes over 18" shall be permitted.

08B No radio station or short-wave operators of any kind shall operate from any lot or residence.

08C No exterior television or radio antenna of any kind shall be permitted or erected on any lot or residence.

09 Signs (Do not enforce strikethrough text. Replaced by LVR Policies and TX Election Code Regulation)

09A 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.~~

09B Non-Compliance with permitted **Flag Display Policy**: *Permitted flags are the US flag, the Texas Flag or replica flag of any branch of the United States Military.*

09C Non-Compliance with **Religious Display Policy. Prohibitions**. *No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling.*

09D Non-Compliance with Texas Election Code Regulation of **Display of Political Signs** timeframe: *on or after the 90 days before the date of an election and before the 10th day after that election date.*

10 Garbage

10A No trash, ashes, garbage or other refuse shall be dumped or stored on any lot in the subdivision.

10B No outside burning of trash or garbage shall be permitted. Residential garbage pickup is available.

10C Builders must keep building sites reasonably clean and free of debris at all times

11 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.

**Leisure Valley Ranch Association
Non-Compliance Report (NCR) 1st Notification**

Property Owner _____ Lot# _____

Compliance Committee (CC) 1st Inspection Date: _____

This notice is to inform you on the above stated CC inspection date, your property was non-compliant with the LVR Covenants Stipulations and Restrictions (CSRs) as stated in the checked item(s) below. It is the personal responsibility of every owner to comply and enforce the CSRs to protect property values and desirability of the LVR subdivision. **You may have already taken care of this matter and are compliant with the CSRs by the time that you receive this notice.**
Thank you for your cooperation in keeping LVR looking good.

Your property is in non-compliance of the following CSRs maintenance covenants:

- _____ Yards with lawns are to be kept mowed and trimmed to less than 4 inches year-round,
- _____ Rock yards must be weed and grass free including cracks in the cement.
- _____ Trimmings must be blown or swept from the street and driveway.
- _____ Bushes and trees should be trimmed so that they do not present a hazard to any roadway or encroach into another Owners property.
- _____ Fallen Fruit on the ground must be removed.
- _____ Storage of construction materials, tires, boxes, appliances on the lot is prohibited.
- _____ All lots shall be free of debris. No trash, ashes, garbage or other refuses shall be dumped or stored on the lot.
- _____ Lots must be mowed and free of debris during construction.
- _____ All lots shall be kept free of inoperative vehicle or wrecked vehicles.
- _____ Other maintenance required: _____

You have **10 days** after receiving this dated written notice to correct the situation. If you ignore this request, the Compliance Committee will take the next steps regarding covenant compliance. If you have issues and concerns regarding landscape contractors, etc., please send a message to LVR Compliance Committee email address lvrcompliance02@gmail.com stating your issues or concerns regarding this notification.

Thank you for your cooperation in resolving your property's non-compliance.

LVR Compliance Committee

**Leisure Valley Ranch Association
Property Maintenance Covenant Violation 2nd Notification**

Property Owner _____ Lot# _____

Compliance Committee (CC) 1st Inspection Date: _____

CC 2nd Inspection Date: _____

This notice is to inform you on the above stated CC 2nd inspection date, your property was still non-compliant with the LVR Covenants Stipulations and Restrictions (CSRs) as stated in the checked item(s) below. It is the personal responsibility of every owner to comply and enforce the CSRs to protect property values and desirability of the LVR subdivision. **You may have already taken care of this matter and are compliant with the CSRs by the time that you receive this notice. Thank you for your cooperation in keeping LVR looking good.**

Your property is in non-compliance of the following CSRs maintenance covenants:

- _____ Yards with lawns are to be kept mowed and trimmed to less than 4 inches year-round,
 - _____ Rock yards must be weed and grass free including cracks in the cement.
 - _____ Trimmings must be blown or swept from the street and driveway.
 - _____ Bushes and trees should be trimmed so that they do not present a hazard to any roadway or encroach into another Owners property.
 - _____ Fallen Fruit on the ground must be removed.
 - _____ Storage of construction materials, tires, boxes, appliances on the lot is prohibited.
 - _____ All lots shall be free of debris. No trash, ashes, garbage or other refuses shall be dumped or stored on the lot.
 - _____ Lots must be mowed and free of debris during construction.
 - _____ All lots shall be kept free of inoperative vehicle or wrecked vehicles.
 - _____ Other maintenance required: _____
-

You have 10 days after receiving this dated written notice to correct the situation. If you ignore this request, the Compliance Committee will take the next steps regarding covenant compliance. If you have issues and concerns regarding landscape contractors, etc., please send a message to LVR Compliance Committee email address lvrcompliance02@gmail.com stating your issues or concerns regarding this notification.

Thank you for your cooperation in resolving your property's non- compliance.

LVR Compliance Committee

LVR RR&P's
Ver 13 , Nov 20, 2020

**Leisure Valley Ranch Association
NCR Final Notification**

Property Owner: _____ Lot(s)#: _____

Compliance Committee (CC) 1st Inspection Date: _____

CC 2nd Inspection Date: _____

CC Final Inspection Date: _____

This **Final Notification Letter** is to inform you that your property is **still currently** in non-compliance of LVR Covenants, Stipulations and Restrictions (CSRs). The LVR Board, and its designated committees are vested with that responsibility and authority to administer CSR compliance. It is the responsibility of every owner to comply with all aspects of the LVR CSRs. (See LVR CSR Section VI: Restrictions and Part II: Covenants, Stipulations and Restrictions.)

Your property is in non-compliance of the following CSRs maintenance covenants:

- _____ Yards with lawns are to be kept mowed and trimmed to less than 4 inches year-round,
 - _____ Rock yards must be weed and grass free including cracks in the cement.
 - _____ Trimmings must be blown or swept from the street and driveway.
 - _____ Bushes and trees should be trimmed so that they do not present a hazard to any roadway or encroach into another Owners property.
 - _____ Fallen Fruit on the ground must be removed.
 - _____ Storage of construction materials, tires, boxes, appliances on the lot is prohibited.
 - _____ All lots shall be free of debris. No trash, ashes, garbage or other refuses shall be dumped or stored on the lot.
 - _____ Lots must be mowed and free of debris during construction.
 - _____ All lots shall be kept free of inoperative vehicle or wrecked vehicles.
 - _____ Other maintenance required: _____
-

You have **10 days** after receiving this dated certified mail notification to correct the situation. If you fail to comply in the stated timeframe, the Board will engage the services of a contractor to have the work done for you, the property owner, and you will be billed at the prevailing rate for the service.

At present, the minimum rate is \$100.00 or the total cost of the service, whichever is greater. If this is not paid at time of service, it will be added to your annual assessment. If this charge is not paid by an LVR annual assessment fee, a lien will be placed on your property to cover the service plus any administrative fees.

If you have already taken care of this matter and are compliant with the LVR CSRs by the time that you receive this certified notice, thank you for your cooperation in keeping LVR looking good.

LVR Compliance Committee

Email Address: Lvrcompliance02@gmail.com

LVR RR&P's
Ver 13 , Nov 20, 2020

Leisure Valley Ranch RR&P's Appendix XI

Housing for Older Person Act (HOPA)

Disclaimer: This RRP's document has been paraphrased and customized for Leisure Valley Ranch (LVR) HOA. It is based on the Department of Housing and Urban Development Federal Register; Part IV, 24 CFR Part 100; Implementation of the Housing for Older Persons Act (HOPA) of 1995; Final Rule. The LVR HOPA RRP's is not a legal document and should be used for the implementation and ongoing of HOPA compliance for LVR. The Federal Register for HOPA is located on the HUD.org

The Housing for Older Persons Act of 1995 (HOPA) provides an exemption from the Fair Housing Act in order to provide housing for persons 55 years of age or older. Leisure Valley Ranch (LVR) from its onset was intended to be a 55+ retirement community by the developer Martin Valley Ranch, INC. In accordance with HOPA regulations, three sections of the Act must be maintained on an ongoing basis in order to maintain a defense in the event that the HOPA exemption is challenged under the Fair Housing Act.

The three critical Sections in the Act that require constant vigilance and maintenance are:

- A minimum 80% occupancy of persons 55 years of age or older
- The community intent to operate as a 55+ community
- And verification of occupancy surveys performed every two (2) years.

The LVR Compliance Committee has been assigned oversight by the LVR Board of Directors to ensure HOPA compliance.

Section 100.305 – LVR Covenants 100% Occupancy:

To qualify as 55+ community, LVR's governing covenants states that the 55+ occupancy is 100% as allowed under the Act. This means that at least one (1) occupant must be 55 years of age or older to occupy the lot. If the 55+ occupant no longer resides on the lot and the remaining resident(s) are under 55 years of age, they cannot occupy the lot. There are no provisions in the LVR covenants to permit under 55 year of age occupancy of a household without an occupant who is 55 years of age or older.

Monitoring Occupancy:

A lot is considered occupied if the residents are:

- Permanent residence of the community and one occupant is 55+.
- The unit is temporarily vacant, and the primary occupants are 55+, have resided in the unit during the past year and intend to return on a periodic basis.

Monitoring Lot For Sale Signs:

LVR RR&P's
Ver 13 , Nov 20, 2020

The Compliance Committee will ensure compliance by:

- Informing property owners who are selling their lots that their buyer or a member of the buyer's household must be 55 years of age or older to reside in LVR.
- Monitoring lots that have posted "For Sale" signs and notices, etc. within the community to ensure Real Estate listings state that the property is in a 55+ community.

Section 100.306 – Intent to Operate a 55+ Community:

For a community to qualify for HOPA status, it must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons 55 years of age or older. In the event of a familial challenge the following factors are considered relevant:

1. How the community is described to prospective residents.
 - a. LVR Website must describe LVR as a 55+ community.
 - b. Martin Valley Ranch, INC agrees to comply with HOPA regulations for compliance during lots sales transactions.
2. Advertising designed to attract prospective residents.
 - a. LVR social events, calendars, dance schedules, etc. should state "**A 55+ Community**" in document headers or footers.
 - b. Martin Valley Ranch, INC sales brochures, etc.
3. Leasing provisions
 - a. Lot owners advertise their rental properties as 55+ and require their renters to provide proof that at least one member of the renter's household is 55+. (See the Verification of Occupancy section)
4. Written rules, regulations, covenants, deed and other restrictions.
 - a. Governing covenant document declares LVR as 55+ community.
5. Maintenance and consistent application of relevant procedures.
 - a. See Verification of Occupancy section for compliance process.
6. Actual practices of the community
7. Public posting in common areas of statements describing the community as 55+.
 - a. Entrance gate states that LVR is a 55+ retirement community.
8. HOPA does not considered the terms "adult living", "adult community" consistent with the intent to be a 55+ community. These phrases **should not** be used in any manner to describe LVR.

Section 100.307 – Verification of Occupancy

For a community to qualify as housing for persons 55 years of age or older, it must be able to produce, in response to a complaint filed under this title, verification of compliance with Section 100.305 through reliable surveys and affidavits.

Occupancy Verification surveys must take place every two (2) years:

1. The community shall develop procedures for routinely determining the occupancy of each occupied unit including the identification that at least one occupant is 55 years of age or older through surveys or other means of information provided by the occupants.

2. The following documents are considered reliable and valid documentation of the occupant's age:
 - a. Driver's license
 - b. Birth certificate
 - c. Passport
 - d. Immigration card
 - e. Military ID
 - f. Any other state, local, national, or international official documents
 - g. See Federal Register for HOPA for other forms or method of age verification.
3. Each household shall complete the LVR Age Verification Census Survey form and produces one of the above valid IDs which is verified by the LVR Compliance Committee or Business Office. Surveys and Summaries are always to be stored in a secure location within the business office.
4. Each lot's information survey is entered the Master HOPA Summary Survey which is updated on an ongoing basis.
5. Surveys and verification procedures that comply with HOPA requirements shall be admissible in administrative and judicial proceeding for verifying occupancy.
6. A summary of occupancy surveys shall be available upon request by any person.
7. If an occupant refuses to comply with the age verification procedures, LVR shall refer to Section 100.305 (g) for guidance for the collections of this data by other means.

LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK
Housing for Older Persons Act (HOPA) Census Survey
Section: §100.307
LOT OWNER OCCUPANCY VERIFICATION FORM

Occupied LVR Address: _____ Occupied Lot Number(s): _____

Number of Unoccupied Owner Lots: _____ List Unoccupied Lots Numbers: _____

1st Occupant

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

2nd Occupant

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

3rd Occupant

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

Acceptable HOPA Occupancy certification documents: Driver License Birth Certificate Passport
Immigration Card Military ID Any other state, local, national, or international official documents
containing a birth date

LVR BUSINESS OFFICE USE ONLY:

Identification Documentation Presented:

LVR Authorized Signature: _____ Date: _____

LVR Stamp

HOPA Occupancy Verification Census Survey Year _____

1st Occupant Name: _____ DOB: _____

2nd Occupant Name: _____ DOB: _____

3rd Occupant Name: _____ DOB: _____

Occupants LVR Address: _____ LVR Lot Number(s): _____

LVR Authorized Signature: _____ Survey Date: _____

HOPA Occupancy Verification Census Survey Year _____

1st Occupant Name: _____ DOB: _____

2nd Occupant Name: _____ DOB: _____

3rd Occupant Name: _____ DOB: _____

Occupants LVR Address: _____ LVR Lot Number(s): _____

LVR Authorized Signature: _____ Survey Date: _____

HOPA Occupancy Verification Census Survey Year _____

1st Occupant Name: _____ DOB: _____

2nd Occupant Name: _____ DOB: _____

3rd Occupant Name: _____ DOB: _____

Occupants LVR Address: _____ LVR Lot Number(s): _____

LVR Authorized Signature: _____ Survey Date: _____

HOPA Occupancy Verification Census Survey Year _____

1st Occupant Name: _____ DOB: _____

2nd Occupant Name: _____ DOB: _____

3rd Occupant Name: _____ DOB: _____

Occupants LVR Address: _____ LVR Lot Number(s): _____

LVR Authorized Signature: _____ Survey Date: _____

LEISURE VALLEY RANCH R.V. AND MOBILE HOME PARK

Housing for Older Persons Act (HOPA) Occupancy Verification Census Survey

Section: §100.307

RENTER OCCUPANCY VERIFICATION FORM

LVR Address: _____ Lot Number: _____

Lot Owner Name: _____

Contract Lease Start Date: _____ End Date: _____

1st Renter

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

2nd Renter

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

Additional Occupant

Print Name: _____ Date of Birth: _____

Signature: _____ Date: _____

LVR BUSINESS OFFICE USE:

Acceptable HOPA age certification documents: Driver License Birth Certificate Passport
Immigration Card Military ID Any other state, local, national, or international official documents
containing a birth date

Identification Documentation Presented:

LVR Authorized Signature: _____ Date: _____

LVR Stamp

LVR HOPA Verification of Unoccupied Lots Survey

LVR Address/Street Location: _____

Lot Number: _____

Lot Owner Name: _____

_____ Temporary resident lot is not occupied by the owner during the HOPA survey calendar year. Owner resides elsewhere.

_____ Lot used for RV/Vehicle storage that is NOT occupied by an owner or used as a rental lot.

_____ Developed Vacant lot that is not leased to a renter during a HOPA survey calendar year.

_____ Undeveloped Vacant lot

LVR Authorized Signature: _____

Date: _____

LVR Stamp

**Leisure Valley Ranch RR&P's
Appendix XII
LVR Complaint Process Flow**

Steps	Property Inspections and Compliance Process	Maximum Estimated Business Days
<p>Step 1: Owner prepares complaint form in writing</p>	<ul style="list-style-type: none"> • Any owner can register a complaint or grievance concerning another owner or situation in Leisure Valley Ranch with the LVR Board of Directors for resolution using the LVR Complaint Form (See appendix XIII) <ul style="list-style-type: none"> ○ Please complete all sections of the form. The LVR Board will not accept incomplete or unsigned forms. ○ The LVR Board of Directors will not address any compliant/issue/concern that is not within the scope of the LVR governing documents. ○ Place the completed form in a sealed envelope and drop the envelop off at the LVR Business Office 	
<p>Step 2: Owner turns in Complaint Form</p>	<ul style="list-style-type: none"> • Owner turns in Complaint form to Business office. The Complaint must be in a sealed envelope and addressed to the President. If the owner does not have an envelope, the Business office will supply one. The owner will insert complaint and seal the envelope. <ul style="list-style-type: none"> ○ Business office representative annotates the sealed envelope as to time and date stamp as received and assigns it a “LVR Complaint Number”. Business office records the complaint into the complaint log. ○ The business office will call the President of the LVR Board, or the next Board member down the line, and inform them they have received a complaint. ○ Complaints will be tracked, followed and have documents retained aligned with this number. 	Day of Submission
<p>Step 3: Board Member Initial Review.</p>	<ul style="list-style-type: none"> • The LVR Board President will review a complaint within 2 business days of receipt in the business office. <ul style="list-style-type: none"> ○ The Board President will determine and route the complaint to the appropriate party or group for investigation and action – referred to as the “Action Representative (AR)” throughout this process flow. The AR is a member of the LVR Board, and the AR may 	2

	change during the season. The Board will select the member to be the AR.	
Step 4. Board member initial contact with complainant	<ul style="list-style-type: none"> • The Board member will ensure that the person that had registered the complaint is contacted and told that the Complaint has been received and what action is being taken to address the complaint within 5 business days of receipt in the business office. This notification will be in writing. <ul style="list-style-type: none"> ○ (Note: this does not mean the complaint is resolved but merely notification that the complaint is being acted upon) 	5
Step 5: Action on Complaint by the assigned Action Representative (AR)	<ul style="list-style-type: none"> • Each complaint will be unique and require actions and resolutions which are unique to the specific complaint being acted on. <ul style="list-style-type: none"> ○ The AR will review the complaint and determine the best course of action, estimated time for completion and resolution. ○ The AR will communicate to both the complainant and any resources or individuals that will be required to resolve the issue <ul style="list-style-type: none"> i. What is expected ii. Timeframe for resolution iii. Resources available to assist in resolution. 	TBD
Step 6: Keeping the Complainant Informed	<ul style="list-style-type: none"> • Depending on complexity of the complaint the AR will keep the complainant updated every 5 business days until a resolution is reached • The AR will make their recommendation to the Board and the Board will issue their findings. 	Every 5 days
Step 7: Resolution	<ul style="list-style-type: none"> • Once the Board has resolved the matter in their view the complainant will be notified of the actions and results of the complaint in writing 	TBD
Step 8: Administrative Action upon Initial Resolution	<ul style="list-style-type: none"> • Once the Complainant has been informed of the Board's resolution: <ul style="list-style-type: none"> ○ The Date and time of communication to the Complainant will be logged into the Complaint log ○ The complaint form along with all other pertinent documents, paperwork and communication records will be retained in the Complaint file for that Complaint Number. 	3

	<ul style="list-style-type: none"> ○ All complaint forms and documentation will be secured in a locked file cabinet 	
Step 9: Appeal	<ul style="list-style-type: none"> ● If after being informed by the AR of the results of their complaint the complainant is not satisfied with the outcome, they have the right to appeal the results to the LVR Board for final resolution. <ul style="list-style-type: none"> ○ Appeals must be made within 15 business days of initial notification of the complaint resolution. ● In order to appeal the complainant will notify the AR that handled their complaint that they desire to appeal the results to the LVR Board 	15
Step 10: Appeal reviewed by LVR Board	<ul style="list-style-type: none"> ● The AR will notify the Board Secretary that there is an appeal and the Secretary will schedule the appeal to be heard at an Executive Session of the LVR Board. 	Next Regularly Scheduled Board Meeting
Step 11: Final Actions or resolution	<ul style="list-style-type: none"> ● Once the Board hears the complaint on appeal and issues a ruling or action, that will be considered final resolution 	3

**Leisure Valley Ranch RR&P's
Appendix XIII
LVR Complaint Process Form**

USE One Form for each LVR Covenant Complaints/Issues/Concerns.

Please complete all sections of this form. The LVR Board will not accept incomplete or unsigned forms. Attach additional sheets of paper if required. The LVR Board of Directors will not address any compliant/issue/concern that is not within the scope of the LVR governing documents. Contact the appropriate outside agency for all other issues outside of LVR HOA authority.

Place the completed form in a sealed envelope and drop the envelop off at the LVR Business Office during normal business hours Monday through Friday from 9:30 a.m. to 11:30 a.m. You will be contacted by an LVR Board Member within five (5) business days.

Date: _____

Print Lot Owner Name: _____

Lot Owner Signature (Required By signing this form you are agreeing to complete transparency)

LVR Address: _____

Lot Number: _____ Phone Number: _____ Email Address: _____

Identify the other Lot owner(s) involved in this issue. Provide name, address and lot number: _____

What LVR governing document has been violated or is in non-compliance (Covenants, By Laws or Roles, Rules and Procedures (RR&P)? _____

Provide LVR governing document Section Name and Page Number: _____

Describe in detail the Complaints/Issues/Concerns. _____

Describe in detail what issues resolutions measures have been taken by you the Lot Owner: _____

What is the desired outcome or resolution regarding your complaint? _____

Leisure Valley Ranch RR&P's
Appendix XIV
Rules for Leisure Valley Ranch Clubhouse Use

Basis For Rules: As determined by the LVR Board of Directors, it is necessary to have rules governing the use of the LVR clubhouse.

Coordination

- a) The Activity Director, as established by Leisure Valley Ranch Board of Directors, is responsible for the orderly use of the Leisure Valley Clubhouse.
- b) The Activity Director will approve and coordinate regularly scheduled events, special events and exclusive use events at the Leisure Valley Clubhouse, with Board approval.
- c) Any General Use event expense must be approved in advance by the Board.

General Use

- a) Any meeting called by the Leisure Valley Ranch Board of Directors.
- b) Attendance at events must be open to all Leisure Valley Ranch POA owners and renters, but may be limited by the sale of tickets or by reservations, based on Clubhouse capacity
- c) Any organized Leisure Valley Ranch activity in which **participation is open to all owners**, is considered a general use function, not “**Exclusive Use**”.
- d) If Leisure Valley residents prepare a meal as volunteers, 100% of all funds (after expenses) must go to Leisure Valley Ranch Association.

Exclusive Use Definition:

- a) Any function **not** covered by item #3 above that restricts attendance.
- b) Any function where written or oral invitations are issued to individual lot owners to the exclusion of the balance of all other Leisure Valley lot owners.

Exclusive Use Provisions:

- a) Exclusive use of the Leisure Valley Clubhouse is permitted **provided that:**
 - i. There is no conflict with any scheduled event.
 - ii. A Leisure Valley lot owner completes and submits a Clubhouse Reservation form for use of the Clubhouse to the Activity Director. This form will stipulate the terms, conditions and financial responsibility of the Lot Owner. The

Activity Director will present all applications for approval to the Board of Directors.

- iii. It is understood that LVR supplies are not to be used nor will access be provided to the paper and dry goods pantry in the kitchen.
- iv. It is understood that no hazardous decorations will be allowed. All decorations and supplies brought in must be properly disposed of and the Clubhouse returned to the same condition as before the event.

Prohibited Use of the Clubhouse:

- a) Any **function** that involves illegal activities including consumption of alcoholic beverages by anyone under 21 years of age.
- b) Any **function** that involves pyrotechnics or open flame.
- c) Smoking within the clubhouse, pool area, shuffleboard court and within 20 feet of any entrance to the clubhouse.

Leisure Valley Ranch RR&P's
Appendix XV
LVR Powers and Duties of the Board of Directors and Officers

The purpose of this appendix is to convey the duties and responsibilities of the Leisure Valley Homeowners Inc. Officers and Board of Directors. This document articulates and amplifies what is contained in the LVR Bylaws.

The Board has all the power and duties necessary for the management and administration of the affairs of the Association that are not prohibited by the POA documents. This document is only a guide and is not intended to be all inclusive of the powers of the Board.

All LVR Directors are elected by the LVR Owners. The Officers of the Board are elected by the owners to fulfill not only their responsibilities as Directors but also the duties of the particular office they are elected to fill. It is emphasized that all elected members of the Board whether they are Officers or Directors share equal voting rights – each member has one vote that is weighted equally among all Board Members’

All LVR Directors are charged with the responsibilities conveyed in the Bylaws specifically:

All Directors shall be knowledgeable about LVR governing documents.

The Directors shall oversee, set Policy and Operating guidelines for LVR and its Officers.

The Directors shall ensure that the LVR Officers comply with all applicable Federal, State and Local laws as well as the policies and guidelines set forth in the Bylaws.

President Duties:

- Preside over all POA Business Meetings and Townhall meetings.
- Preside over all LVR Board meetings.
- The President will call Special meetings if necessary.
- Act as spokesperson for the Association.
- In conjunction with the rest of the Board appoint all Committee Chairs and recommend who should serve on Committees.
 - The President can unilaterally appoint any non-management committee.
 - The President serves as ex-officio member of all committees.
- Provide Information regarding assessments and balances to real estate agents and title companies when requested in support of buying and selling property within LVR.
- Assist the Secretary in the preparation of agendas for POA and Board Meetings.
- Provide direction and oversight for the LVR Business Office Manager, in conjunction with the Board Secretary and Treasurer.

- Approval of all Activity Committee recommendations
- Co-sign all expense checks.
- Approve clubhouse use forms.
- President is first point of contact for written complaints.
- Sign all performer contracts.
- Attend all meetings with attorney.
- Attend all meetings with developer.

Vice President:

- Perform all duties in the absence of the President.
- Understand the responsibilities of the board president and be able to perform these duties in the president's absence.
- Carry out special assignments as requested by the Board President.
- Attend all Board Meetings.

Secretary:

- The Secretary is the custodian of all LVR records except those specifically assigned to others, such as the Treasurer.
 - This Includes responsibility either themselves or in the oversight of those delegated to (such as the LVR Business Office Manager) for the keeping and maintaining of all board meeting records, membership meeting records and official HOA documents and records.
 - The Secretary is responsible for the official membership roll of LVR Owners.
- The Secretary is responsible for version control of all official LVR documents.
- The Secretary will ensure security of all LVR Documents and records except those specifically assigned to others such as the treasurer. This includes:
 - that hard copies are stored in the files and also, electronically.
 - The electronic records will be backed up and stored in the cloud.
- In conjunction with the Board President prepare and distribute agendas for Board, POA member and any Special meetings called by the President.
 - The Secretary will attest to the President's signature on all official LVR documents (which means they are a signatory on all documents as well as the Board President).
- Record, transcribe and distribute notes from all POA meetings to include Board meetings, POA business meetings, Townhalls and any Special meetings called by the Board President.
 - This distribution includes but is not limited to emails to all Board members, POA owners.
 - Post documents on LVR bulletin Boards.
 - Post documents on LVR website.

- Store LVR Board Executive Session minutes in a secure area within the LVR Business Office.
- The Secretary, in coordination with the Board President and Treasurer, oversees the daily activities of the Office Manager.
- Ensures all content of the LVR website is current and accurate.
- The Secretary is responsible for ensuring that all LVR voting and elections are conducted in accordance with Texas State statute and all LVR governing documents.
 - This includes coordination and oversight of all Business Office and ENVC roles and functions directed by LVR Governing documents.

Treasurer

- Understands financial accounting for nonprofit organizations.
 - Has a knowledge of Financial Reporting and can produce an Income Statement and a Balance Sheet for each of the LVR accounts, on a quarterly basis.
 - Prepares and submits Tax returns and the State non-profit incorporation form.
- Serves as financial officer of the Association and as chairperson of the finance committee.
 - Chairs a committee of POA members who review the books annually for accuracy. And issue a report to the Board and LVR Owners.
- Prepares the annual budget and presents it to the Board for approval.
- Renders an account of income and disbursements at Board and Association meetings, or whenever requested.
- Has custody of all funds and banks accounts.
 - Keeps an accurate accounting of all receipts and disbursements.
 - Ensures that they are recorded in Quicken accurately
 - Ensures that all receipts for LVR Assessments are recorded in Quick Books, and produce accurate deposits
 - Ensures that all payments in arrears are handled as described in the Collection Policy of LVR.
- Deposits all income in the name of the Corporation into such depositories as designated by the Board of Directors.
- Disburses funds as ordered by the Board and has proper documentation of such disbursements
- Posts all reconciled Bank Statements on the LVR library bulletin board, and sends the Financial Reports to the LVR community

Directors

General Duties for all Directors to include Board Officers:

(Note: These duties can be retained in whole by all Directors or delegated to a specific Director for action and oversight)

- Directors have oversight for all established committees and acts as a liaison with the Chairpersons of each committee and attend scheduled meetings, when necessary.
- Directors will ensure that hard copy procedural documentation is provided for various tasks to ensure proper maintenance schedules and procedures are followed at all times.
- Directors must be prepared to vote on all revisions to the LVR Roles, Rules and Procedures as only the Board can adopt RR&P revisions.
- Directors must be prepared to vote to accept revisions to the LVR Bylaws and LVR Covenants before revisions can be presented to the LVR POA for their vote of acceptance or rejection.
- Directors must be aware of any and all emergency procedures that may arise anywhere within LVR.
- Directors must be aware of the location of all medical equipment, water shut-off valves, electrical panels and switches that may cause or prevent an emergency situation.
- Directors must share training to ensure that all responsibilities and duties can be backed up by other Directors or Board Members.
- Directors may solicit the POA for volunteers who are skilled or licensed to provide safe technical and maintenance assistance that may save the POA unnecessary financial expenses.
- Directors must be prepared to attend emergency board meetings on short notice either in person or via conference call throughout the year.
- Directors must be prepared to act on written/signed complaints by arranging interviews and responding to complaints in writing.
- Directors must be prepared to seek vendors/services and secure quotations on various projects as required.
- Directors must be prepared to order necessary supplies for their area of responsibility to maintain uninterrupted operation of POA property and equipment.
- Directors must seek Board approval on all expenditures that exceed \$200.
- Directors must be prepared to schedule and document routine maintenance or repair of all equipment for which they have accepted responsibility.

Individual Board Member Duties and Responsibilities

- Attend all board and POA meetings.
- Review agenda and supporting materials prior to board and committee meetings.
- Serve on committees or task forces and offer to take on special assignments.
- Suggest possible nominees to fill Board positions who can make significant contributions to the work of the board and the organization.
- Assist the board in carrying out its fiduciary responsibilities, such as reviewing the organization's annual financial statements.

Leisure Valley HOA Governance and Planning Committee
Charter
Appendix XVI

Mission Statement

The purpose of the LVR Governance and Planning Committee is to combine multiple standing or ad hoc committees into one standing Committee. The Committee will be the LVR Board’s resource for ensuring that the LVR governing documents are current and provide a legal means to administer operations of the Association. In addition, the Committee will act as the planning resource for the LVR Board researching and making recommendations to ensure the fiscal, property and maintenance aspects of operating the LVR Association are effective and functioning in an efficient and effective manner.

Type of Committee

The Governance and Planning Committee is a Management Committee, authorized by the LVR Board, that meets as required.

Chairperson

The Chairperson of the Committee will be the current Vice President of the LVR.

Membership

The Committee will consist of the Chairperson, an administrative assistant, a Board Representative, and other members appointed by the LVR Board. Past LVR Presidents will be members emeritus and welcome to join meetings to provide insight from their history and experience.

Activities, Duties and Responsibilities

The responsibilities of the committee are to work with the LVR Board and LVR Owners to ensure that all governing documents are legally sound, current and align with Texas law and the desires of the LVR Board and Ownership. In addition, the Committee will function as the planning asset for LVR, developing and communicating appropriate plans and recommendations as directed by the LVR Board.

Declaration of Acceptance

When this Charter is voted on by the LVR Board and is accepted it will be signed and dated by the President of the Board of Directors of Leisure Valley Ranch Homeowners Association.

Name: _____

Approved by the LVR Board Date:

Leisure Valley Ranch RR&P's
Appendix XVII
Entertainment Committee Charter

Formulation

Committee members will be appointed by the LVR President. The Committee will be comprised of three to four members. Members will serve for two years. During the initial year (2020 – 2021 season, a subset of the committee will be appointed for 1 year in order to establish continuity going forward).The Committee will serve at the direction of the Board of Directors. A currently serving member can request reappointment upon completion of their term.

Function

To book entertainment for LVR owners and guests. Entertainment will not conflict with the dance committee schedules or dates that the Activity Coordinator has scheduled events for.

Structure

Committee members will have access to the Showcase dates. Committee will canvas RGV talent, including schools, local municipalities, Mariachi groups, or individual entertainers.

Promotion

Committee will be responsible to set dates and promote event attendance. Bookings are to conform to the 80/20 entertainer split where possible. When an event is complimented with food service, the Committee will be responsible to select approved LVR volunteers to prepare and serve the food.

Revenue

The mission of the Committee is to produce enough revenue to cover all costs. If there are revenues over cost the excess will be directed by the LVR Board to either the Activities Fund or to the Operations Fund to cover maintenance costs. Events that will not have a door charge, i.e., school performances that request a donation, will require board approval.

Declaration of Acceptance

This Charter is approved this date by the Leisure Valley Ranch Board of Directors and is signed by the LVR Board of Directors President. .

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Name // Bruce Jurren//, President **Date** Feb 27, 2020