

**ASSIGNMENT AND ASSUMPTION OF DECLARANT’S AND ARCHITECTURAL  
REVIEW RIGHTS AND OBLIGATIONS OF  
LEISURE VALLEY RANCH R. V. AND MOBILE HOME PARK**

STATE OF TEXAS           §

COUNTY OF HIDALGO    §

This Assignment and Assumption of Declarant’s and Architectural Review Rights and Obligations (“**Assignment**”) is made by MARTIN VALLEY RANCHES, INC., RICK MARTIN, and JACK MARTIN (collectively, “**Assignor**”) to LEISURE VALLEY HOMEOWNERS, INC. (“**Association**”), a Texas non-profit corporation, its successors and assigns, as follows:

*Recitals*

- A. Declarant recorded certain restrictions entitled Declaration of Covenants Stipulations and Restrictions of Leisure Valley Ranch Subdivision, Document Number 1133123, Official Records of the Hidalgo County Clerk, as amended (collectively, “**Declaration**”), binding the property and lots in all phases of Leisure Valley Ranch R. V. and Mobile Home Park, (collectively “**Subdivision**”); and
- B. Per the Declaration, Jack Martin and Rick Martin comprised the initial Architectural Committee, and a majority of the committee may designate a successor; and
- C. Per a written Agreement with the Association dated December 12, 2007 (“**Prior Agreement**”), Martin Valley Ranches, Inc. agreed that its rights under the Declaration shall continue until 90% of the lots in the Subdivision have been sold, which has since been accomplished; and
- D. Assignor is the current “Declarant” under the Declaration; and
- E. In lieu of the Association requiring strict compliance with the Prior Agreement, Assignor desires to assign certain non-exclusive rights and obligations as Declarant, pursuant to the Declaration, and the Association desires to accept such assignment; and
- F. Assignor desires to retain certain rights in relation to the following lots in the Subdivision (collectively, the “**Martin Lots**”): Lots 234, 237, 244, 253, 254, 255, 256, 259, 260, 261, 262, 264, 265, 267, 272, 275, 276, 277, 278, 279, 282, 291, 293, 305, 312, 313, 314, 315, 316, 317, 321, 322, 323, 324, and 329.

- G. Assignor and the Association hereby execute this Assignment to memorialize their agreement with regard to such assignment and assumption.

### **Assignments and Agreements**

- A. Assignment of Declarant's Rights: Save and except as provided for in Section B below, Assignor hereby assigns to the Association all Assignor's non-exclusive rights and obligations of Declarant(s), Architectural Committee, and Recreation Committee under the Declaration.
- B. Retention of Declarant's Rights: For each of the Martin Lots that Assignor has either full ownership or a deed of trust lien against any of the Martin Lots currently, Assignor retains for itself full authority to approve and disapprove plans and specifications for improvements on the lot (i) 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, and (ii) Assignor does not consent to conversion of any of the Martin Lots currently designated for brick homes being converted to a lot permitting recreational vehicles, motor homes, park modes or mobile homes.
- C. Architectural Committee: In the Declaration, Rick Martin, and Jack Martin, as the original Architectural Committee ("AC"), reserved the right to appoint successor members of the Architectural Committee for the Subdivision with full authority to approve and disapprove plans and specifications for improvements submitted by owners of lots in the Subdivision. The Assignor hereby assign their rights under the Declaration to the Association to appoint members of the Architectural Committee or any other committee contemplated in the dedicatory instruments of the Subdivision, and the members of such committees have consented to such request and have agreed to release whatever rights, if any, they may have under the Declaration.
- D. Assumption of Rights: The Association hereby assumes and agrees to perform and discharge the duties and obligations assigned by Assignor herein.
- E. Binding Effect: This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES)

MARTIN VALLEY RANCH, INC.

By: \_\_\_\_\_

Name:

Its:

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of Martin Valley Ranch, Inc. a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

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RICK MARTIN

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jack Martin.

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Notary Public, State of Texas

\_\_\_\_\_  
JACK MARTIN

STATE OF TEXAS       §

COUNTY OF HIDALGO   §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jack Martin.

\_\_\_\_\_  
Notary Public, State of Texas

LEISURE VALLEY HOMEOWNERS, INC.

By: \_\_\_\_\_

Name:

Its:

STATE OF TEXAS §

COUNTY OF HIDALGO §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of Leisure Valley Homeowners, Inc. a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas