



AMENDMENT AND RESTATEMENT OF THE DECLARATION OF RESTRICTIVE COVENANTS

OF THE LEISURE VALLEY RANCH SUBDIVISION

Homeowner's associations exist to maintain the community with the overall goal of preserving property values. Part of its job is to make sure the neighborhood looks appealing and is a good place to live in. That is the purpose of this document.

Tuesday, April 11, 2023

Amendment and Restatement of the Declaration of Restrictive Covenants
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Basic Information

Property: Leisure Valley Ranch R.V. and Mobile Home Park, Phases I, II and III

Property Owners Association: Leisure Valley Homeowners, Inc., a Texas nonprofit corporation

Assignor: MARTIN VALLEY RANCHES, INC., RICK MARTIN, and JACK MARTIN

Recitals

A. Martin Valley Ranches, Inc., Rick Martin, and Jack Martin, as Declarant also referred to as Assignor, caused the instrument entitled "Declaration of Covenants Stipulations and Restrictions of Leisure Valley Ranch Subdivision also known as Leisure Valley Ranch RV and Mobile Home Park All Phases" (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Hidalgo County, Texas under Clerk's File No. 2002-1144123, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges on the following real property:

All Lots within Leisure Valley Ranch R.V. and Mobile Home Park, Phases I, II and III, according to the maps or plats thereof recorded under Document Nos. 2002-7678, 2206-8793 and 2008-1906732, respectively, in the Map Records of Hidalgo County, Texas (the "**Property**")

B. The Declaration was amended by instrument entitled "Amendments to the Declaration of Covenants Stipulations and Restrictions of Leisure Valley Ranch Subdivision also known as Leisure Valley Ranch RV and Mobile Home Park All Phases", recorded in the Official Public Records of Real Property of Hidalgo County, Texas under Clerk's File No. 2010-2071314 (the Declaration as amended hereinafter still referred to as "Declaration").

C. The Declaration was further amended by instrument entitled "Amendment to the Subsisting Declaration of the Covenants, Conditions and Restrictions of Leisure Valley Ranch RV and Mobile Home Park, Hidalgo County, Texas" recorded in the Official Public Records of Real Property of Hidalgo County, Texas under Clerk's File No. 2013-2422689 (the Declaration as amended hereinafter still referred to as "Declaration").

D. The Declaration was further amended by instrument entitled "Amendment to the Declaration of Covenants Stipulations and Restrictions of Leisure Valley Ranch Subdivision also known as Leisure Valley Ranch RV and Mobile Home Park All Phases" recorded in the Official Public Records of Real Property of Hidalgo County, Texas under Clerk's File No. 2015-2578822 (the Declaration as amended hereinafter still referred to as "Declaration").

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- E. Section V, Paragraph 1 of the Declaration provides the Declaration shall continue and be binding upon Owner, Owner's successors and assigns for a period of thirty-five (35) years from this date, unless terminated or amended and may be amended at any time by consent of the Architectural Committee.
- F. Pursuant to the "Assignment and Assumption of Declarant's and Architectural Review Rights and Obligations of Leisure Valley Ranch R.V. and Mobile Home Park" recorded in the Official Public Records of Real Property of Hidalgo County, Texas under Clerk's File No. 2019-3045754 (the "**Assignment**"), Declarant assigned all of its rights as Declarant, Architectural Committee and Recreation Committee under the Declaration to Leisure Valley Homeowners, Inc. (the "**Association**").
- G. As of the date of this instrument, not more than thirty-five (35) years have passed since the date of the Declaration and per the terms of the Assignment, the Association has assumed the duties of the Architectural Committee.
- H. The Board of Directors of the Association desires to amend and restate the Declaration in its entirety by this Amendment and Restatement of the Declaration of Restrictive Covenants of Leisure Valley Ranch Subdivision.
- I. The Board of Directors desires to obtain the Owners' vote pursuant to Section 209.0041(h) of the Texas Property Code which provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which event the percentage in the declaration controls.
- J. The Declaration does not require an Owner vote; however, the Association is requiring that Owners subject to the Declaration representing not less than sixty-seven percent (67%) of the total votes entitled to be cast under the Declaration approve this Amendment and Restatement of Declaration.
- K. The Board of Directors and Owners representing not less than sixty-seven percent (67%) of the votes entitled (as evidenced by the Ballots attached hereto as Exhibit "A" and incorporated herein for all purposes) hereby amend and restate the Declaration, in its entirety, so that the Property governed will be governed by this Amendment and Restatement of the Declaration of Restrictive Covenants of Leisure Ranch Subdivision in all respects. Upon the effective date of this Amended and Restated Declaration: (i) all of the Property will be held, sold, conveyed, and occupied subject to the easements, restrictions, covenants, and conditions set forth herein which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof will conclusively be deemed to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions

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regardless of whether the covenants, conditions and restrictions are included or referred to in said contract or deed.

Article I: Definitions

1. "ACC" means the Architectural Committee, also referred to as Architectural Control Committee, established in this Declaration.
2. "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.
3. "Board" means the Board of Directors of the Property Owners Association.
4. "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.
5. "Casita" means a "structure" used as a "residence" constructed on a lot designated for RV, Motor Homes, Park Models and Mobile Homes. The Hidalgo County Tax Assessor defines these structures as a "Port House".
6. "Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.
7. "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
8. "Declarant" means Assignor and any successor named as successor in a recorded document including the Property Owners Association.
9. "Declaration" means the Declaration of Covenants Stipulations and Restrictions of Leisure Valley Ranch Subdivision, Document Number 1144123, Official Records of the Hidalgo County Clerk, as amended, binding the Property.
10. "Dedictory Instruments" means this Declaration and the articles of incorporation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.
11. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
12. "Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.
13. "Member" means Owner.

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14. "Owner" means every record Owner of a fee interest in a Lot.
15. "Plat" means the Plat of the Property recorded in Document Numbers 2002-7678, 2006-8793, and 2008-1906732, respectively, in the Map Records of Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
16. "Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.
17. "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.
18. "Restricted Lot" means a lot so designated by the ACC that is used solely for landscaping and appearance and not for occupancy, even in part, as living quarters as more fully described in Article II, Section D – 16.
19. "Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.
20. "Structure" means any improvement on a Lot (other than a Residence), including a shed, driveway, fence, wall, swimming pool, outbuilding, or recreational equipment.
21. "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.
22. "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Article II: Clauses and Covenants

A) Imposition of Covenants

- 1) Per the Declaration as amended and restated herein, Declarant imposed the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2) The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
- 3) Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

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

B) Plat and Easements

- 1) The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 2) An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
- 3) Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
- 4) Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C) Use and Activities

- 1) Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
- 2) Prohibited Activities. Prohibited activities are—
 - i) any activity that is otherwise prohibited by the Dedicatory Instruments.
 - ii) any illegal activity.
 - iii) any nuisance, noxious, or offensive activity.
 - iv) any dumping of rubbish.
 - v) any storage of—
 - 1) building materials except during the construction or renovation of a Residence or a Structure.
 - 2) vehicles, except vehicles in a garage or Structure or operable automobiles in a driveway; or
 - 3) unsightly objects unless completely shielded by a Structure.
 - vi) any exploration for or extraction of minerals.

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- vii) any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed a total or combination of two confined to a fenced yard, within the Residence or on a leash.
- viii) allowing domesticated household pets in the recreation hall or swimming pool area.
- ix) any commercial or professional activity except reasonable home office use.
- x) the renting of a portion of a Residence or Structure.
- xi) the drying of clothes in a manner that is visible from the street adjacent to the front of the lot.
- xii) the display of any sign except—
 - 1) one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - 2) political signage not prohibited by law or the Dedicatory Instruments.
- xiii) installing a mobile home, manufactured home, park model, or casita on the following Brick Home Lots; 101 -136; 201-206, 218-229; 302-316 and 324-341 and Townhouses Lots 207-217.
- xiv) installing a mobile home, park model, travel trailer or motor home that is over seven years' old on any Lot without ACC approval.
- xv) moving a previously constructed house onto a Lot.
- xvi) interfering with a drainage pattern without ACC approval.
- xvii) hunting and shooting.
- xviii) occupying a Structure that does not comply with the construction standards of a Residence.
- xix) parking a commercial truck over one-ton capacity except for the limited purpose of deliveries to an Owner, and

D) Construction and Maintenance Standards - The highest-level guidance for construction within Leisure Valley Ranch (LVR) are contained in the "Plats" for the subdivision within the notes for each Phase. Detailed constructions and Maintenance Standards that the LVR Architectural Control Committee uses in considering approval of any construction and maintenance that must be met are contained in the Leisure Valley Ranch Roles Rules and Procedures (RR&P)

1) Restricted Lots.

- i) 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.
- ii) A Restricted Lot cannot be used or occupied by any other person or entity than the Owner of the companion contiguous Lot owned by the same Owner.
- iii) The Property Owners Association will determine how a Restricted Lot is treated in regard to Assessments, due and other charges due to the Property Owners Association.

E) Property Owners Association

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- 1) Establishment and Governance. The Property Owners Association was established by the Declaration. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.
- 2) Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.
- 3) Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

F) ACC

i) Establishment:

- 1) Purpose. The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- 2) Members. The ACC consists of at least three persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- 3) Term. ACC members serve until replaced by the Board or they resign.
- 4) Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

ii) Plan Review

- 1) Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- 2) Procedures
 - a) Complete Submission. Within five days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely

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notice from the ACC requesting additional documents or other information, the submission is deemed complete.

- b) Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.
- c) Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board within 30 days after the ACC's action. The Board shall determine the appeal at the next scheduled Board meeting after timely notice of appeal is given. The determination by the Board is final.
- 3) Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- 4) No Liability. The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G) Assessments

- 2) Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
- 3) Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 4) Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant, and which have been assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
- 5) Assessments will commence on lots when there is acceptance of a deed to a lot. Exceptions to this covenant can be found in the Leisure Valley Ranch By-Laws.
- 6) Regular Assessments:

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- i) The regular assessment per lot is determined by the LVR Board and changed as necessary” Exceptions to this covenant, can be found in the Leisure Valley Ranch By-Laws.
 - ii) A notice of regular assessments will be sent, or publicly posted, to every owner before its effective date.
 - iii) Collections. Annually, payable on the first business day of January each year.
- 2) Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. A notice of a Special Assessment will be sent, or publicly posted, to every owner.
 - 3) Approval of Special Assessments. A quorum must be affirmed at the meeting. The vote for the approval of the Special Assessment must be 60% of each lot represented at the meeting.
 - 4) Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
 - 5) Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association’s lien as to Assessments due before the foreclosure.
 - 6) Delinquent Assessments. Any assessment not paid after the first business day of January is delinquent.

H) Remedial Rights

- 1) Late Charges and Interest. A late charge, determined by the LVR Board of Directors and stated in the Leisure Valley Bylaws, will be charged starting the 15th day of January, and monthly thereafter. The Board may change the late charge as needed.
- 2) Costs, Attorney’s Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney’s fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association’s lien, and enforcing the Dedicatory Instruments.
- 3) Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association’s lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may

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bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

- 4) Remedy of Violations. The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.
- 5) Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
- 6) Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I) Common Area

- 1) Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—
 - i) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities.
 - ii) suspend an Owner's rights to use a Common Area under the Dedicatory Instruments.
 - iii) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
 - iv) dedicate or convey any of the Common Area for public purpose. A quorum must be present on approval by a majority of the members at a meeting in accordance with the Bylaws.
- 2) Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
- 3) Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J) General Provisions

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- 1) **Term.** This Declaration, as hereby amended and restated, runs with the land and is binding for a term of 30 years. Thereafter this Declaration automatically continues for successive terms of 15 years each, unless within 12 months before the end of a term 67% percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owners Association and recorded. This provision does not limit the Owners' ability to amend this Declaration at any time, and such amendment can be to terminate the Declaration.
- 2) **No Waiver.** Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
- 3) **Corrections.** The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4) **Amendment.** This Declaration may be amended at any time by vote of 50 percent plus 1 of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.
- 5) **Conflict.** This Declaration controls over the other Dedicatory Instruments.
- 7) **Severability.** If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- 8) **Notices.** All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.
- 9) **Annexation of Additional Property.** On written approval of the Board and not less than 67% percent of the Members at a meeting in accordance with the Bylaws, the owner of

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any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

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In WITNESS WHEREOF, the President of the Board of Directors for Leisure Valley Homeowners, Inc., a Texas non-profit corporation, hereby executes this Amendment and Restatement of the Declaration of Restrictive Covenants of the Leisure Valley Ranch Subdivision certifying the Board of Director's and Association's approval of this instrument and the ballots attached hereto as Exhibit "A" and incorporated herein represent the approval of the Owners of not less than sixty-seven percent (67%) of the votes entitled to be cast under the Declaration in accordance with Section 209.0041(h) of the Code. This Amendment and Restatement will be effective upon its recording in the Official Public Records of Real Property of Hidalgo County, Texas.

**LEISURE VALLEY HOMEOWNERS, INC., A Texas
non-profit corporation**

By: Barbara A Mohr

Printed Name: Barbara A. Mohr
President

STATE OF TEXAS

COUNTY OF Hidalgo

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This instrument was acknowledged before me on the 11th day of April, 2023, by Barbara A. Mohr, President of Leisure Valley Homeowners, Inc., a Texas non-profit corporation, on behalf of said entity.



Jo-Anne M. Barney
Notary Public, State of Texas

