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Arturo Guajardo Jr.
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Hidalgo County, Texas

Leisure Valley
Roles, Rules, and Procedures
(RR&Ps)
Version 15 – March 5th, 2026
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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 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&Ps 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&Ps)*

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 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 the 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, 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 Lot 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:
 - You must be an LVR lot owner and have been certified by the Business Office as an eligible voter
 - A Lot Owner **cannot** cast more votes than the Lot Owner is eligible to cast in an election or vote; one vote per owned lot as recorded by Hidalgo County. (If the lot is co-owned, either owner, if they are certified, can cast the vote)
 - 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 o 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 the close of nominations during the LVR December Owners Meeting.
 - The list of candidates running will be posted at the close of the nominating period
 - Absentee ballots may be requested from the Business Office during regular office hours. A list will be kept of those requesting Absentee ballots and ballots will be mailed to them after nominations close in December. Absentee ballots will be accepted when received **before** the beginning of the election meeting. Absentee ballots **must** be in a sealed envelope with the voter's signature on the envelope. That envelope must be mailed in a separate envelope or given directly to the Business office.
 - Proxy forms may be printed from the LVR website or are available from the Business Office. An individual must be an owner and certified by the Business Office as an eligible voter to give a proxy to someone else to vote in their stead at the annual meeting.
 - Owners will be required to sign in at the annual meeting to verify their eligibility to vote and receive their ballot. Those owners who have given someone their proxy will have their proxy

sign in for them. A quorum will be determined from the number of eligible voters who have signed in and are present.

- 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 outlined in appendix 3. These procedures include Nomination, Voting Process, and Tallying of votes.

Compliance

- **Section 1. Overview.** Compliance with 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.

- **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 being 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 an 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 before 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 by our CCRs 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.*
- Construction and Maintenance Standards – Refer to the Leisure Valley Plats for “Notes” on highest level stipulations, there are unique notes for each of the three phases. For detailed standards refer to the details contained in Leisure Valley Ranch Roles, Rules & Procedures (RR&P’s) document
- General Notes:
 - Residents must be aware that utilities have right of way on easements and anything on the easement may be destroyed.
 - Any construction shall be done between the hours of 7 AM and 7 PM.
 - Any exemptions previously granted by Martin Valley Ranch must be in writing and a copy of the exemptions maintained in the resident’s lot folder in the LVR Office
- **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

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 notified by USPS letter and/or phone call or email identifying the violation and requesting immediate corrective action.
- b. If there is no corrective action(s) within fourteen (14) days of receipt of the notification above, the owner will be sent a follow-up certified letter stipulating that the owner has fourteen (14) days to comply. The owner will be liable for the cost of the certified letter.
- c. If the owner remains non-compliant, the Compliance committee notifies the President and the Treasurer that the homeowner is still non-compliant. The homeowner will be charged the fine specified in the fine schedule.
- d. The Compliance committee, or Board of Directors 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. The owner will also be responsible for all reasonable attorney's cost to implement the lien against the property.

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 documents 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 to by the complainant owner to the appropriate agency for resolution.

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. 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 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 the performance of a job or service. In situations where 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 on 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 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.

Committees

- **Section 1. 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 is 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. The Governance and Planning Committee will be chaired by the LVR Vice President and will have a minimum of two additional LVR Board Members on it. (See The governance and Planning Committee charter in Appendix XVI)
- **Section 2. 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/partner is a candidate, you cannot be involved in the ballot process or the tabulation process

Appendix I

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 is 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 the expenditure of Association funds shall be done by paper ballot and will be conducted at the following meeting from when they were made.

Appendix II Voting and Elections Process

General Process for any Voting of the membership:

- The rules and procedures outlined in the Bylaws and RR&Ps 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 by motion at the December Owners Meeting.
 - 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 after the close of nominations at the Decembers Owners meeting.
- Two months before 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.
- After the closing of the LVR Decembers Owners meeting 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 ○ Post Rules for Voting
- One week before the Election the LVR Business Office will:
 - 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.
- One day before 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.
- On 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 who 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 a piece of paper and give them to the ENVC Committee Chairperson to announce to Owners – do not include the number of votes received
 - During the actual election members of the ENVC will be available to answer any questions and to ensure the process flows smoothly and correctly.

LVR Rules for Voting

- You must be an LVR lot owner and have been certified by the Business Office as an eligible voter
- A Lot Owner **cannot** cast more votes than the Lot Owner is eligible to cast in an election or vote; one vote per owned lot as recorded by Hidalgo County. (If the lot is co-owned then either owner, if they are certified, can cast the vote)
- 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 the close of nominations during the LVR December Owners Meeting.
- The list of candidates running will be posted at the close of the nominating period
- Absentee ballots may be requested from the Business Office during regular office hours. A list will be kept of those requesting Absentee ballots and ballots will be mailed to them after nominations close in December. Absentee ballots will be accepted when received **before** the beginning of the election meeting. Absentee ballots **must** be in a sealed envelope with the voter's signature on the envelope. That envelope must be mailed in a separate envelope or given directly to the Business office.
- Proxy forms may be printed from the LVR website or are available from the Business Office. An individual must be an owner and certified by the Business Office as an eligible voter to give a proxy to someone else to vote in their stead at the annual meeting.

- Owners will be required to sign in at the annual meeting to verify their eligibility to vote and receive their ballot. Those owners who have given someone their proxy will have their proxy sign in for them. A quorum will be determined from the number of eligible voters who have signed in and are present.
- Voting will be by secret ballot

APPENDIX III
Document Retention Policy

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 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 five years.

Appendix IV
Guidelines for Alternative Payment Plans

Effective Date: January 2021

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 days 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 months.

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

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.

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 twelve months. 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.

Appendix V
Architectural Control Committee Charter

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 specifications and plot plans showing the location of the structures have been submitted to and approved by the Architectural Committee, as to the quality of workmanship and materials, harmony of exterior design and suitability of the 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 the President of the LVR board.

Membership

The Committee will consist of the Chairperson, an administrative assistant, 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

APPENDIX VI
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:

(LOTS UPDATED AS OF MARCH -2026)

“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 the 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 the 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 253, 320, 321,322,) “ The LVR Architectural Control Committee was formed.

LVR Architectural Control Committee will use existing Covenants, Conditions & Restrictions (CCRs) 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 before LVR assuming Architectural control will be accepted as approved by Martin Valley Ranch. Owners that have had construction on their lots before 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’s 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 of the mobile unit and structures have been submitted to and approved by the Architectural Committee, as to the quality of workmanship and materials, harmony of exterior design and suitability of the 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 per our CCRs 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)

APPENDIX VIITHE PROCESS FOR RESIDENTS SUBMITTING REQUESTS FOR CHANGES TO THEIR EXISTING LOT OR 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 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 before 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. The ACC will meet as needed to review and discuss requests.
8. The ACC will contact the resident(s) and meet with the resident(s) in the office or on their lot and review the request with them.
9. 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.

10. 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.

11. The resident can appeal the disapproval to the full board, or they can then modify the drawing and resubmit it to the ACC.

12. The approved site plan is valid for 6 months.

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

“Note per 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 CCRs.
- The LVR resident can pick up a Flag Exemption form from the LVR office or, download one from the Leisure Valley Ranch website. (leisurevalleyranch.info)
- The resident should complete the form, stating the specifics of the flag that they want to be flying, 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 per 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 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 the property line (which is eleven (11') feet from the 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 before the 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 per 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 a suitable finish. All sheds must be on the rear 50% of lots. Sheds may not be used as living quarters and have a maximum height of 12 feet.

PRIVACY FENCES

No fence or any obstruction shall be erected on any lots that border the golf course. Only 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 easements), and not less than eleven (11) feet from street corner lots with side streets if approved by the Architectural Committee.

SECURITY FENCES

Security fences can be on the front half of the lot. They are required to be a "Black" metal rod iron picket style fence with no less than 3-inch spaces between the pickets with required gates.

SELLING OF LOTS WITH PARK MODELS, RVS 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 an 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 before 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 the 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 per 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 outbuilding 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 improvements which are 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 before construction. The Architectural Committee will review plot plans, quality of workmanship, and materials, with the 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 before groundbreaking. Structures must be 90% brick veneer with brick and roof color being neutral. No structures shall have flat roofs.

YARD DIMENSIONS FOR BRICK HOMES

The minimum setback 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.

FOUNDATIONS

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

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 the 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 place of a 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."

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 "a restricted lot" will terminate.
3. A "Restricted Lot" cannot be used or occupied by any other person or entity other 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 the assessment of dues.

TEXAS STATUTES (SHOWN IN EXHIBIT 5)

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

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 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. , 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 place of any express prohibition against solar devices or energy-efficient roofing, or any provision regulating such matters which conflict with Texas law, as outlined 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 can store solar-generated energy for use in heating or cooling or 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 before 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 the 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 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 per the foregoing sentence is negated if all Owners of the 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 written 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;
- (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed per 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;
 - (ii) remove the Solar Energy Device and reinstall the device per the approved Solar Application. Failure to install a Solar Energy Device per 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 per the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and 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 too, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of the adjacent property.

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

STANDBY ELECTRIC GENERATOR POLICY

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of a standby electric generator on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in place of any express prohibition against standby generators or any provision regulating such matters which conflict with Texas law, as outlined in the Covenant.

A. Definitions and General Provisions

LVR requirements for standby electric generators in alignment with Sec. 202.019 of Texas Property code:

- (a) In this section, "standby electric generator" means a device that converts mechanical energy to electrical energy and is:
- (1) Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen.
 - (2) Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure.

- (3) Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and
 - (4) Rated for a generating capacity of not less than seven kilowatts.
- (b) Except as provided by this section, a property owners' association may adopt or enforce a dedicatory instrument provision that prohibits, restricts, or has the effect of prohibiting or restricting an owner from owning, operating, installing, or maintaining a permanently installed standby electric generator.
- (c) A property owners' association may adopt or enforce specific dedicatory instruments to regulate the operation and installation of standby electric generators. Accordingly, the LVR ACC will require adherence to the following requirements to approve the installation of standby electric generators:
- (1) A standby electric generator must be installed and maintained in compliance with:
 - (A) The manufacturer's specifications; and
 - (B) Applicable governmental health, safety, electrical, and building codes.
 - (2) All electrical, plumbing, and fuel line connections to be installed only by licensed contractors.
 - (3) All electrical connections are to be installed in accordance with applicable governmental health, safety, electrical, and building codes.
 - (4) All-natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connection to be installed in accordance with applicable governmental health, safety, electrical, and building codes.
 - (5) All liquefied petroleum gas fuel line connections to be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and applicable governmental health, safety, electrical, and building codes.
 - (6) Nonintegral standby electric generator fuel tanks to be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
 - (7) The standby electric generator and its electrical lines and fuel lines to be maintained in good condition.
 - (8) Requires the repair, replacement, or removal of any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines.
 - (9) The owner must screen a standby electric generator and its accompanying fuel storage container if the standby electric generator is:
 - a) Visible from the street faced by the dwelling.
 - b) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the property owners' association; or

- c) Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and visible through the fence either from an adjoining residence or from adjacent property owned by the property owners' association.
 - d) **LVR ACC will consider exemptions to this requirement as long as the generator itself does not detract from the appearance of the neighborhood; impact value of surrounding properties and have the approval of the neighbors impacted by not requiring screening. This exemption does not exempt the portion requiring screening of accompanying fuel storage containers.**
- (10) The LVR ACC must approve reasonable times, consistent with the manufacturer's recommendations, for the periodic testing of a standby electric generator.
- a) Standby Electric Generators are prohibited from generating all or substantially all the electrical power to a residence, except when the utility-generated electrical power to the residence is not available or is intermittent due to causes other than non-payment for utility service to the residence.
 - b) LVR ACC requires the standby generator to be installed at the rear of the dwelling unless it is cost prohibitive as defined in subsection (e)(1).
- (11) A standby generator cannot be placed on property:
- a) Owned or maintained by the LVR Owner's Association or,
 - b) Owned in common by LVR Property Owners and Association members.
- (12) LVR ACC will reasonably apply all provisions contained in subsection (c)
- a) As stated in (c)(12), LVR ACC requires to be placed at the rear of the dwelling unless:
 - b) It increases the cost of installing the standby electric generator by more than 10 percent; or
 - c) It increases the cost of installing the and connecting the electrical lines and fuel lines by more than 20 percent.
- (13) LVR ACC requires the installation of a standby electric generator to be approved **before** installation. This approval may not be withheld if the proposed installation meets or exceeds the dedicatory instrument provisions permitted by subsection (c).

- (14) If a dedicatory instrument provision requires an owner to submit an application for approval of improvements located exterior to a residence, this section does not negate the requirement, but the information required to be submitted as part of the application for the installation of a standby electric generator may not be greater or more detailed than the application for any other improvement
- (15) In a hearing, action, or proceeding, to determine whether a proposed or installed standby electric generator complies with the requirements of a dedicatory instrument provision permitted by Subsection (c), the party asserting noncompliance bears the burden of proof.

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 place of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as outlined in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the "ACC") is required before installing rain barrels or a 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 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 written 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 by 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 per the approved Rain System Application. Failure to install a Rain System Device per 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 per the approved Rain System shall be at the Owner's sole cost and expense.

3. **Approval Conditions.** Unless otherwise approved in advance and 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 place of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as outlined in the Covenant. **A. ARCHITECTURAL REVIEW APPROVAL.**

1. **Approval Not Required.** Per the general guidelines outlined 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 before 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 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 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 per 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 following the approved Flagpole Application. Failure to install a Freestanding Flagpole following 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 following 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 writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed following the Flagpole Application, must comply with the following:

- 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.
- 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.
- Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5').
- Except flags displayed on a 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 per 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed per Chapter 3100 of the Texas Government Code;
- 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.
- 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.

- 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.
- 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
- Any external halyard of a flagpole must be secured to reduce or eliminate noise from flapping against the metal of the flagpole.

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

“Note following 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 CCRs.
- The LVR resident can pick up a Flag Exemption form from the LVR office or, download one from the Leisure Valley Ranch website. (leisurevalleyranch.info)
- The residents should complete the form, stating the specifics of the flag that they want to be flying, 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 by LVR CCRs 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 _____

Appendix VIII
Compliance Committee 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 the 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 from January thru March.

Chairperson

The Chairperson of the Compliance Committee will be selected by the Board President for a term.

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

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. Building materials will be stored on a lot so they are not visible from the street or by other residents.
- 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.
- 01G** **Storage of building materials** - Building materials can be stored on an RV lot for 60 days.

02 Vehicle Parking

- 02A** **RV Lots** - Lot owners shall provide a concrete driveway on their lot for parking of automobiles and a concrete pad, or runners are required for recreational vehicles and mobile homes.
- 02B** **RV Lots** – (Single or Consolidated lots for residential construction) Only one recreational vehicle and up to three additional means of transport may be parked on the lot(s), including cars, trucks, and one trailer (utility or cargo). The same restrictions apply to restricted lots.
- 02C** **Brick Home** RV loading and unloading on the street shall not exceed 48 hours at the home site.
- 02D** No resident vehicles may be stored in guest parking areas on common grounds.

03 Clotheslines

- 03A** **RV Lots** Clotheslines shall be restricted to umbrella type and shall be constructed at the rear of lots, or at 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

04A No commercial trucks over one-ton capacity shall be parked in Leisure Valley Ranch other than for deliveries. Exemptions previously granted by Martin Valley Ranch must be validated with a written document from Martin Valley Ranch stating the exemption and signed by a representative of Martin Valley Ranch. This exemption is nontransferable to another vehicle unless so stated in the original exemption given by Martin Valley Ranch.

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

06A 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 the owner or real estate broker. Signs may be no longer than 24 X 36. Signs will designate offered by the owner, builder, or realtor and their phone number.

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. An owner can apply to the ACC for a specific flag exemption and if approved that flag may be flown as outlined in the exception.*

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 public health or safety; (b) violates applicable law; or (c) contains language, graphics, or any patently offensive display. No religious item may be displayed or affixed in any location other than the entry door or door frame and 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 always keep building sites reasonably clean and free of debris.

10D Garbage cans must be stored so that they are not visible from the street

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.

12 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 including 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 remains under the jurisdiction of all applicable federal, state, or local ordinances 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 a 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 14 adopted by the Board of Directors effective March 31, 2022.

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 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. Per HOPA regulations, three sections of the Act must be maintained on an ongoing basis to maintain a defense if 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 intends 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 a 55+ community, LVR's governing covenants state 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(s) no longer reside 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 the occupancy of a household under 55 years old 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 periodically. Monitoring Lot For Sale Signs:

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 of sales transactions.
2. Advertising is 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, deeds, and other restrictions.
 - a. Governing covenant document declares LVR as a 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. The entrance gate states that LVR is a 55+ retirement community.
8. HOPA does not consider 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 the 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 methods 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 an 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 collection 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 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

Appendix X
LVR Complaint Process Flow

Steps	Property Inspections and Compliance Process	Maximum Estimated Business Days
<p>Step 1:</p> <p>The owner prepares the complaint form in writing</p>	<p>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) ○ Please complete all sections of the form. The LVR Board will not accept incomplete or unsigned forms.</p> <p>○ The LVR Board of Directors will not address any complaint/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>	
<p>Step 2:</p> <p>The owner turns in Complaint Form</p>	<p>The owner turns in the Complaint Form to the Business office. If the owner does not have an envelope, the Business office will supply one. The owner will insert a complaint and seal the envelope.</p> <p>○ The business office representative annotates the sealed envelope as to the time and date stamp as received and assigns it an "LVR Complaint Number". The 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.</p> <p>○ Complaints will be tracked, followed and have documents retained aligned with this number.</p>	Day of Submission
<p>Step 3:</p> <p>Board Member Initial Review.</p>	<p>The LVR Board President will review a complaint within 2 business days of receipt in the business office.</p> <p>○ 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.</p>	2

<p>Step 4.</p> <p>Board member initial contact with the complainant</p>	<ul style="list-style-type: none"> • The Board member will ensure that the person that has 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 a notification that the complaint is being acted upon) 	<p>5</p>
<p>Step 5:</p> <p>Action on Complaint by the assigned Action Representative (AR)</p>	<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. Time frame for resolution <p>Resources available to assist in resolution.</p>	<p>TBD</p>
<p>Step 6:</p> <p>Keeping the Complainant Informed</p>	<p>Depending on the complexity of the complaint the AR will keep the complainant updated every 5 business days until a resolution is reached</p> <ul style="list-style-type: none"> iii. The AR will make their recommendation to the Board, and the Board will issue their findings. 	<p>Every 5 days</p>
<p>Step 7:</p> <p>Resolution</p>	<p>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</p>	<p>TBD</p>
<p>Step 8:</p> <p>Administrative Action upon Initial Resolution</p>	<p>Once the Complainant has been informed of the Board's resolution:</p> <ul style="list-style-type: none"> ○ The Date and time of communication to the Complainant will be logged into the Complaint log <p>The complaint form along with all other pertinent documents, paperwork, and</p>	<p>3</p>
	<p>Communication records will be retained in the Complaint file for that Complaint Number.</p> <ul style="list-style-type: none"> ○ ○ All complaint forms and documentation will be secured in a locked file cabinet 	

<p>Step 9: Appeal</p>	<p>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.</p> <ul style="list-style-type: none"> ○ Appeals must be made within 15 business days of initial notification of the complaint resolution. <p>To appeal the complainant will notify the AR that handled their complaint that they desire to appeal the results to the LVR Board</p>	<p>15</p>
<p>Step 10: Appeal reviewed by LVR Board</p>	<p>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.</p>	<p>Next Regularly Scheduled Board Meeting</p>
<p>Step 11: Final Actions or resolution</p>	<p>Once the Board hears the complaint on appeal and issues a ruling or action, that will be considered the final resolution</p>	<p>3</p>

Appendix XI

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 complaint/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 envelope 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?_____

Appendix XII

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 is 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 outlined 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 an 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 the first point of contact for written complaints.
- Sign all performer contracts.
- Attend all meetings with the attorney.
- Attend all meetings with the 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.
- Chair the LVR Governance and Planning Committee.
- 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 the 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 members, 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 the 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 per 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.
 - Knows Financial Reporting and can produce an Income Statement and a Balance Sheet for each of the LVR accounts, quarterly.
 - 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 QuickBooks accurately
 - Ensures that all receipts for LVR Assessments are recorded in QuickBooks, 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 act 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 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.
- 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 the 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 before 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.

Appendix XIII
Leisure Valley HOA Governance and Planning Committee Charter

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 efficiently and effectively.

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, a Recorder, two Board representatives, 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:

Appendix XIV

Leisure Valley Ranch Construction and Maintenance Standards

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.

1) **Lots**

- i) **Consolidation of Lots.** An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- ii) **Subdivision Prohibited.** No Lot may be further subdivided.
- iii) **Easements.** No easement in a Lot may be granted without ACC approval. Utility easements shall be kept clean and unobstructed and always be accessible for utility trucks and equipment when necessary. No trees or shrubs shall be planted in utility easements. iv) **Maintenance.** Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. All Lots must be kept free of debris, inoperative vehicles, or wrecked vehicles, save and except minor auto repairs may be permitted by the ACC. Storage of tires, boxes, appliances or other similar larger items may not be stored on the Lot in a manner that is visible from the street.
- iv) **Yards.** Yards shall be established in grass or desert law and mowed and otherwise maintained year-round. Vegetable gardens shall be confined to the rear of Lots, but not on easements. Mowing of overgrown lots shall be directed by the Compliance Committee, , and the cost assessed to the Owner at then prevailing rate, in addition to any fines assessed by the Property Owners Association. vi) **Driveway.** All Owners must construct a concrete driveway on their Lot for parking automobiles. A pad or runners are required for all recreational vehicles and mobile homes. Only one recreational vehicle may be parked on a Lot.
- v) **Setback.** Minimum setback for Recreational Vehicles and Mobile Home Lots as follows:
 - (1) **Front Yard:** Ten feet from property line (which is 11 feet from curb, making a total of 21 feet from the curb).
 - (2) **Side Yard:** Three feet from property line
 - (3) **Rear Yard:** Five feet from property line, except outside perimeter lots, which is 10 feet.
 - (4) **Fencing.** Fencing shall be limited to the rear 50% of lots, except easements, and not less than 10 feet from street right of way along side streets.
 - (5) **Maximum unit length:** For interior lots is 60 feet, unless approved by the ACC on large lots.

- 2) **Residences and Structures**
 - I) **Aesthetic Compatibility.** All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC. ii) **Maximum Height.** The maximum height of a Casita or Structure is 12 feet above grade.
 - II) **Required Area.** The total area of a Residence, exclusive of porches, garages, or carports, will be determined by the ACC during the site plan application process. .
- 3) **Location on Lot.** No Residence or Structure may be in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located on the rear 50% of the lot. .
- 4) **Location of Units.** All mobile homes and recreational vehicles must 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 with ACC approval. The location and direction of all units on these lots may vary, but such variance must be approved by the ACC.
- 5) **Garages.** Each Brick Home must have at least a one-car garage accessed by a driveway.
- 6) **Damaged or Destroyed Residences and Structures.** Any Residence or Structure that is damaged must be repaired within [number] days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within [number] days and the Lot restored to a clean and attractive condition.
- 7) **Walls, and Hedges.** No wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.
- 8) **Traffic Sight Lines.** No landscaping that obstructs traffic sight lines may be placed on any Lot.
- 9) **Landscaping.** Landscaping must be installed within 90 days after occupancy. The minimum landscaping is specified in the standards of the ACC.
- 10) **Building Materials for Residences and Structures**
 - i) **Roofs.** Only composition or metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. A metal roof (Metal Shake roof) may be used on a Brick Home provided its appearance is of an architectural shingle.
 - ii) **Exterior Walls.** All Brick Homes must have at least 100 percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC. All other Residences Exterior finish must be approve by the ACC at the time of site plan approval.

- iii) **Driveways and Sidewalks.** All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- iv) **Decorative knee walls located at the street will have these requirements:**
- Brick
 - Wall height maximum of 18"
 - Pier height maximum of 20"
 - Wall depth maximum of 10"
- 11) **Lot Identification.** Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
- 12) **Clothes Lines.** Clotheslines are permitted, but they are restricted to umbrella type constructed at rear of Lots or other locations approved by the ACC.
- 13) **Skirting.** All mobile homes and park models must be skirted within 60 days of placement on the lot.
- 14) **Sheds.** Sheds must be approved by the ACC and must always maintain a suitable finish as determined by the ACC in its sole discretion. All Sheds must be on the rear half of Lots. Sheds may not be used as living quarters and have a maximum height of 12 feet.
- 15) **Anchoring.** All mobile homes and recreational vehicles shall be anchored in accordance with Texas State Regulations, but in any event within 6 months from the date they are placed on the Lot.

APPENDIX XV
Rules Covering All Improvements to Property in Leisure Valley Ranch

1. Plans and drawings **MUST** include an LVR Site Plan and include: All property lines and setbacks, easements, awnings, building placements, and the RV, Park Model, and Mobil 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 Owner's names, addresses, and Lot Numbers must be included on all plans and plans **MUST** be signed.
3. ALL NEW CONCRETE additions to properties will require property boundary pin locating and flagging. If property pins cannot be located, then the property owner will be required to have a stake survey performed at their own expense. This **MUST** be done before any approvals by the Architectural Control Committee.
4. Property Owners should be available to answer questions the committee may have.
5. All Architectural Control Committee approvals will be completed within 30 days of 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 is given.
9. Property Owners must notify the Architectural Control Committee of the arrival date of all park models and mobile homes that are placed on a lot in Leisure Valley Ranch.
10. After the ACC has approved the site plan, the residents must obtain a building permit from Hidalgo County before making any improvements to the lot.
11. All approved site plans are valid for 6 months from the date signed by the committee.

See Site Plan on Next Page

Leisure Valley Ranch Site Plan Application Exhibit

Lot# _____

SHOW ALL EXISTING BUILDINGS, STRUCTURES, AND PROPOSED BUILDINGS/STRUCTURES WITH DISTANCE TO PROPERTY LINES

DEPTH OF LOT [] FEET		REAR OF PROPERTY	
SIDE			SIDE
		FRONT OF PROPERTY	WIDTH OF LOT [] FEET

Street/Road Name

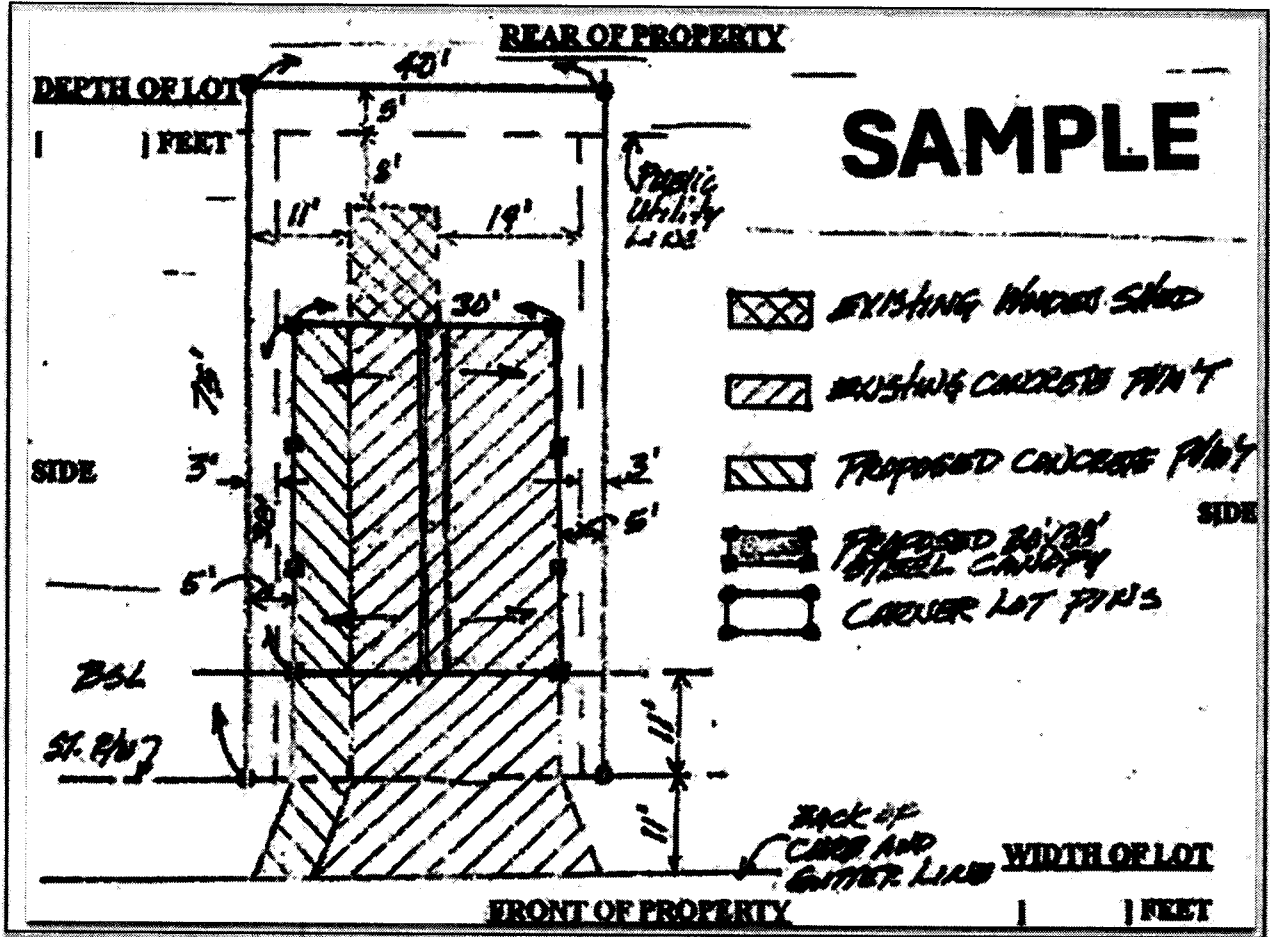
THE ABOVE PROPERTY IS LOCATED AS FOLLOWS, (PLEASE USE MAIN ROADS / MAIN INTERSECTIONS):

ALL SETBACKS AND RESTRICTIONS SHALL BE IN COMPLIANCE WITH THE LEISURE VALLEY RANCH COVENANTS.

Leisure Valley Ranch Site Plan Application Exhibit

Lot# _____

SHOW ALL EXISTING BUILDINGS, STRUCTURES, AND PROPOSED BUILDINGS/STRUCTURES WITH DISTANCE TO PROPERTY LINES



Street/Road Name

THE ABOVE PROPERTY IS LOCATED AS FOLLOWS, (PLEASE USE MAIN ROADS / MAIN INTERSECTIONS):

ALL SETBACKS AND RESTRICTIONS SHALL BE IN COMPLIANCE WITH THE LEISURE VALLEY RANCH COVENANTS.

APPENDIX VXI (Remove)
UNCURABLE VIOLATION LETTER (Remove)

Leisure Valley Ranch Homeowner's Association
1920 E. Bogey Dr.
Mission, Texas 78572

Date: _____

Owner(s)
address
[City], Texas [Zip Code]

Certified Mail No. _____
Return Receipt Requested and
Copy by Regular Mail

Re: **NOTICE OF VIOLATION OF RESTRICTIVE COVENANTS**

Failure to _____ [INSERT VIOLATION(S)] on the property at [*insert address*] (Premises)
in violation of the applicable restrictive covenants.

FINE AMOUNT \$ _____

Dear Owner(s):

As you should know, the properties under the control of [*Association Legal Name*] (Association) are subject to *restrictive covenants, policies and rules and regulations* (Restrictions) that govern the use of said properties and the Premises. The Restrictions are obligations and rules that you voluntarily accepted and agreed to follow when you purchased the Premises.

This letter is to advise you that you have been **fined \$** _____. Please make payment of the fine to Leisure Valley Homeowners Association and mail or deliver the check to 1920 E. Bogey Dr, Mission, TX 78522. If you have not paid the fine in the amount of \$ _____ within thirty (30) days from the date this letter was mailed, the Association will turn this matter over to its attorney for legal action. Such legal action may include a lawsuit being filed against you seeking a court order directing you to comply with the Restrictions and/or civil damages in the amount of \$200.00 per day as authorized by the *Texas Property Code*.

You may request a hearing before the Board to discuss and verify facts, and hopefully, resolve this matter. Your request for a hearing **must** be in writing by email and must be submitted not later than thirty (30) days after the date of this letter. Please send your written request for a hearing to the Association by email to the **President** to leisurevalleyranchmain@outlook.com . If you request a hearing, you will be notified in writing of the date, time and place of the hearing.

Please be advised that, if you do not pay the fine in the amount of \$ _____, you will be responsible for all reasonable attorney's fees, fines and other reasonable costs incurred by the Association related to enforcing the Restrictions. In the event a lawsuit is filed, these fees, together with filing fees and other court costs, can represent a substantial expense.

Please be advised that you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

Please be advised that, as of the date of this letter, the balance due and owing to the Association on the assessment account of your property is \$_____. This letter is not a demand for payment of this amount at this time. The amount due is included in this letter to comply with Texas Property Code Section 209.006(b)(1).

Thank you for your cooperation in this matter. Please contact the Association at (956)-529-1878 if you have any questions.

Respectfully,

Board of Directors
Leisure Valley Ranch Homeowner's Assoc.

APPENDIX XVII (Remove)
CURABLE VIOLATION (Remove)

Leisure Valley Homeowner's Association
1920 E. Bogey Dr.
Mission, TX 78572

Date:

Owner(s)
address
[City], Texas [Zip Code]

Certified Mail No. _____
Return Receipt Requested and
Copy by Regular Mail

Re: **NOTICE OF VIOLATION OF RESTRICTIVE COVENANTS and/or DEDICATORY INSTRUMENTS**

Failure to _____ [INSERT VIOLATION(S)] on the property at [insert address] (Premises) in violation of the applicable restrictive covenants.

Dear Owner(s):

As you should know, the properties under the control of Leisure Valley Ranch Homeowners Association are subject to restrictive covenants, policies and rules and regulations (Restrictions) that govern the use of said property and the Premises. The Restrictions are obligations and rules that you voluntarily accepted and agreed to follow when you purchased the Premises. The Association has previously requested that you comply with the Restrictions by curing the above-referenced violation(s) of the Restrictions on the Premises, however, to date you have failed to cure the above referenced violation(s).

This letter is to advise you that, if you have not corrected the above-referenced violation(s) of the Restrictions on the Premises within 14 days of the date of this letter, the Association will turn this matter over to its attorney for legal action, and **fine you \$_____** [INSERT FINE AMOUNT]. Such legal action may include a lawsuit being filed against you seeking a court order directing you to comply with the Restrictions and/or civil damages in the amount of \$200.00 per day as authorized by the *Texas Property Code*.

As stated above, you have 14 days from the date of this letter to cure the deed restriction violation(s) discussed in this letter. You may also request a hearing before the Board to discuss and verify facts, and hopefully, resolve this matter. Your request for a hearing **must** be in writing and must be emailed not later than thirty (14) days after the date of this letter. Please send your written request for a hearing to the President at leisurevalleyranchmain@outlook.com. If you request a hearing, you will be notified in writing of the date, time and place of the hearing.

Please be advised that, if you do not cure all violations referenced in this letter within _____ days [TIMEFRAME TO CURE] of the date of this letter, you will be responsible for all reasonable attorney's fees, fines [IF APPLICABLE] and other reasonable costs incurred by the Association

related to enforcing the Restrictions. In the event a lawsuit is filed, these fees, together with filing fees and other court costs, can represent a substantial expense.

Please be advised that you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

Please be advised that, as of the date of this letter, the balance due and owing to the Association on the assessment account of your property is \$_____. This letter is not a demand for payment of this amount at this time. The amount due is included in this letter to comply with Texas Property Code Section 209.006(b)(1).

Thank you for your cooperation in this matter. Please contact the Compliance Committee at *[insert phone number]* if you have any questions.

Respectfully,

Board of Directors
Leisure Valley Ranch

APPENDIX XVIII**FINES FOR NON-COMPLIANCE:**

By action of the Leisure Valley Ranch Homeowners Association, Board of Directors with an affirmative vote on January 30th, 2025 and in accordance with Texas House Bill No. 614, Section 209.0061 (effective January 1st, 2024) approved the following fine schedule as required for violations of LVR's Dedicatory Instruments by owners in the HOA.

Property Owners with violations will receive a courtesy letter from the LVR Board or Compliance Committee reminding them of the LVR Covenant's, By-Laws, and RR&P's along with a description of their violation(s). In addition, property owners will be asked to rectify the specific violations pertaining to the Dedicatory Instruments by a specified date.

Property Owners who do not rectify the violation(s), per the specific date on the courtesy letter, will receive a second "certified" letter via USPS requesting rectification of the violation(s). The "certified" letter will provide the following information:

- Property owners will be instructed to rectify the violations cited from the Dedicatory Instruments within 14 days of the date of the certified letter.
- For each violation of the Dedicatory Instruments not rectified per the instructions contained in the letter, a fine will be levied against the property for outstanding violations.
- An explanation of LVR property owners' rights to request a hearing with the LVR Board of Directors.
- Owners will be responsible for all postage costs associated with the violation.

Property Owners who fail to rectify their violation(s), will receive a third letter (certified) advising them that a lien will be placed on the property. A lien will be placed against the property which will include, but not limited to:

- Attorney fees
- Collection fees
- All unpaid fines specified in the second LVR "certified" letter
- All associated expenses

FINE SCHEDULE:**(1) Violation(s) Related to Leased Lots (Including Short Term/Mid-Term Rentals).**

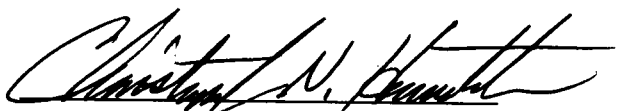
- Initial fine: Minimum of \$150.00 with 30 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after the notice has been given.


(2) Failure to Gain Approval from the Architectural Control Committee for Any Property/Lot Improvements.

- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month of non-compliance after notice has been given.

- (3) Failure to Follow Architectural Control Committee Approved Plans for a Project.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (4) Impeded or Altered Natural Surface Water Flow.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (5) Damage to Common Areas.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (6) Violation(s) Due to Lack of Exterior Maintenance.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (7) Violation(s) Due to Sanitation and/or Unsightly Objects.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (8) Violation(s) Due to Number of Vehicles.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month for every month of non-compliance after notice has been given.
- (9) Violation(s) Due to Overnight Parking of Vehicles.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$25.00 per day for every day of non-compliance after notice has been given.
- (10) Violation(s) Due to Nuisance's (Obnoxious or Offensive Activity).**
- Initial fine: Minimum of \$150.00 with 1 day to cure the violation. An additional fine of \$150.00 per day for every day of non-compliance after notice has been given.
- (11) Violation(s) Related to Signage.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per week for every week of non-compliance after notice has been given.
- (12) Violation(s) Related to Commercial Vehicles.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per week for every week of non-compliance after notice has been given.
- (13) Violation(s) Related to Animals.**
- Initial fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per week for every week of non-compliance after notice has been given.

Adopted by the Board of Directors and approved by a vote of the Board of Directors on MARCH 30, 2026, to be effective April 1st, 2026.


Christopher N. Heisterberg, President


Glenna Perry, Secretary

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 27 day of March 2026 by Christopher N. Heisterberg, President of Leisure Valley Homeowners, Inc., a Texas non-profit corporation, on behalf of said entity.


Notary Public, State of Texas

