

\*VG-281-2026-3715039\*

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

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Document No: 3715039

Billable Pages: 16

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BY-LAWS

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

Total Recording: \$ 95.00

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

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
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**File Information:**

Document No: 3715039  
Receipt No: 20260112000251  
Recorded On: January 12, 2026 02:00 PM  
Deputy Clerk: Elisa Castillo  
Station: CH-1-CC-K32

**Record and Return To:**

Valley View Estates Lot Owners Association  
2100 Vernon St  
original returned to customer  
MISSION TX 78572



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

January 11, 2026

**BYLAWS OF VALLEY VIEW ESTATES**

**LOT OWNERS VVELOA, INC.**

**ARTICLE I – NAME**

**Sec. 1.** The mailing address of the organization shall be located at 2100 Vernon St., in the City of Mission, Hidalgo County, Texas 78572. The name of the organization shall be Valley View Estates Lot Owners Association, Inc., and may be referred to herein as "VVELOA".

**Sec. 2.** The fiscal year of the VVELOA shall begin November 1 and end October 31 of each year.

**ARTICLE II- INTENT**

It is the intent of these bylaws to set forth guidelines for the operation of VVELOA. These bylaws are written as provided in the Restrictive Covenants of 1995, as amended in 2000, 2010, 2017 and 2020. They are intended to minimize any possibility of a conflict between zoning ordinances of the City of Mission, \*TPC, and non-compliance by any lot owner of Valley View Estates.

In addition, the bylaws shall govern the Corporation and its members, and facilitate the purposes of the VVELOA; including, but not limited to, the desire to maintain property values and to provide a "common area" for the use of VVELOA members, including associates. The "common area" (The Common area shall include a recreation hall, swimming pool, parking lot and shuffleboard courts situated on Lots 15, 16, 17, Block 10, and Lot 1 Block 11, Valley View Estates, Citrus Grove Addition, an Addition to the City of Mission, Hidalgo County, Texas, according to Map Records of Hidalgo County, Texas, recorded in Volume 19, Page 107 of the Map Records of Hidalgo County, Texas.), shall mean all real property owned by the VVELOA for the common use of enjoyment of the members.

**ARTICLE III- MEMBERSHIP**

**Sec. 1.** All persons who own one or more lots in Valley View Estates are automatically members of this VVELOA.

- a. There shall be- two classes of members, as follows:

1. **Lot Owner Members:** The Lot Owner members of VVELOA must have one person in each residence be 55 years or older, no one under the age of 18 can be a permanent resident.
2. **ASSOCIATE MEMBERS.** Associate members are tenants on lots owned by Lot Owner members and Lot Owner member is responsible for payment of the monthly maintenance fee, as set forth herein. One person in each residence must be 55 years or older no one under the age of 18.

Lot Owner members and Associate members \* in good standing shall have the right to use and enjoy the common area including, the Clubhouse, swimming pool and shuffleboard.

**Sec. 2.** A member shall have no vested right, interest, or privilege of, in or to the assets, functions, affairs or franchises of the Corporation or any right, interest or privilege which may be transferable or inheritable, after their membership ceases.

**Sec. 3.** If a member or a member's tenant or guest has violated the bylaws regarding the use of property, or conduct with respect thereto, the membership of such member may be suspended by the majority vote of the Board. A member is entitled to a hearing before the general membership. Grounds for suspension of membership are: (i) violating the rules, regulations or bylaws of VVELOA, or (ii) theft or damaging of corporate property. Reinstatement of such suspended member shall be at the discretion of the membership upon presentation of the facts at a general or annual meeting of the membership. A majority of the votes cast is required for reinstatement.

**Sec. 4.** Members, their tenants, and their guests are not allowed use of the recreation facilities and Clubhouse if the member has not paid the current annual assessment as a Lot Owner member; except the Clubhouse may be used when the public is invited or to attend a meeting of VVELOA Guests who stay fifteen (15) days or less are not required to pay fees. All guests must be accompanied by Lot Owner or Associate member when using the recreational facilities, including Bingo.

## ARTICLE IV - ASSESSMENTS AND FEES

**Sec. 1.** The annual Lot Owner member assessment and the Associate member fees shall be as follows:

- a. **Lot Owner Members:** Three Hundred Fifty (\$350.00)
- b. **Associate Members** -A maintenance fee of Fifty dollars (\$50.00) per month. One half of the monthly maintenance fee may be paid for less than 15 days occupancy. If the Lot Owner member is absent and a tenant occupies the Lot Owner member's main living unit, the tenant is considered a paid-up Associate member. If a tenant occupies a unit other than the Lot

Owner member's main unit, the maintenance fee is required, regardless of whether the Lot Owner member's unit is occupied.

**Sec. 2.** All annual assessments are due on January 1 of each year. Associate member fees for the entire length of stay are due at the time of occupancy and the lot owner is responsible for the payment of such fees. Unused portions of prepaid Associate member's fees will be reimbursed to the payer.

**Sec. 3. Assessment Collections:** The Board shall designate a member(s) or VVELOA member(s) to collect the assessed fees of VVELOA members as described in these bylaws. These fees/funds of the VVELOA shall be deposited within thirty days to the credit of the VVELOA at such banks, trust companies, or the depositories as the Board of Directors may approve. These funds are to be deposited and made available to pay creditors of the VVELOA. This person shall keep accurate records pertaining to assessed and paid members.

**Sec. 4. Late Payment Fees**

a. Effective February 1 of each year, a late payment fee of Twenty-five dollars (\$25.00) per month shall be added to any prior or current year's assessment still unpaid by any Lot Owner and all such unpaid assessments and late fees shall constitute a lien against the delinquent lot owner's premises in accordance with Texas law. After being delinquent for (6) six months a lien will be placed on the owner's property. (Example: February additional \$25.00, March an additional \$25.00 etc.) Late fees will continue to accumulate until balance of dues and late fees are paid in full, effective thirty (30) days after Associate member fees become due, a late payment fee of twenty-five dollars (\$25.00) per month shall be added to any unpaid Associate members fees and all such unpaid fees, including late fees, shall constitute a lien against the delinquent lot owner's premises in accordance with Texas law. (Example: February additional \$25.00, March an additional \$25.00 etc.) Late fees will continue to accumulate until balance of assessment and late fees are paid in full.

## ARTICLE V - FINES

The board will meet and address incidents, majority of the board will impact the fines following a regular meeting.

1. Yard and Trash Fine (\$175.00)
  - a. See Article 12 Sec 8
2. Under Age (55)/Minors under age (18)
  - a. See Covenants page 2 Sec A.
  - b. Send letter
  - c. Fine will be \$5.00 a day, starting on day 46.

3. Pets and Animals (See Covenants page 4 number 14)
  - a. Send letter and call animal control
  - b. Fine \$50.00 1<sup>st</sup> offence.
  - c. Fine \$100.00 2<sup>nd</sup> offence.
  - d. Fine \$200.00 3<sup>rd</sup> offence.
4. As for \*Texas H.B. No. 614 All association fines will be registered with Hidalgo County.

## **ARTICLE VI - MEETINGS**

### **Sec. 1. Annual Meeting**

The annual meeting of the members of the VVELOA shall be held at 9:00 AM, the 2<sup>nd</sup> Saturday of January for the purposes of electing directors, presentation of annual reports, amending bylaws, including the setting of assessments, including special assessments (if any), and transacting such other business that may come before the meeting.

### **Sec. 2. Special Meetings**

Special meetings of the membership or Board of Directors may be called at any time by the President, or 25% of the membership by filing a request with a member of the board in November, December, January, February or March. The reason for business to be transacted must be announced at any special meeting and no other business may be considered.

### **Sec. 3: General Meetings**

General meetings of the membership will be held the 2<sup>nd</sup> Saturday of November, December, February and March at 9:00 AM.

### **Sec. 4. Notice of Meetings**

- a. The notice of the Annual and General Meetings will be posted on the VVELOA bulletin board located in the Clubhouse of Valley View Estates. This shall be due notice to all members except when consideration is being given to a motion of an expenditure of more than \$2,000.00 or a change in assessments.
- b. When either such action is being considered, the motion shall be included in the meeting notice. Any such notice must contain information as to the reason for the expenditure or change in assessments and must be posted at least ten(10) days before the scheduled meeting.
- c. In the event that an emergency occurs which will involve the loss of or damage to corporate property or incur additional corporate expenditures if not corrected, the Board of Directors is authorized to act immediately upon approval by a majority of

the Board, even if it involves the expenditure of more than Two Thousand (\$2,000.00) dollars. The approval needed for such majority vote may be obtained at a special meeting of the Board or by telephone, text message or exchange of email which fully disclose the emergency situation and all ramifications thereof. The Board must then bring the situation to the attention of the membership at the next scheduled or Special Meeting.

### **Sec. 5. Open Meetings**

VVELOA Board of Directors meetings shall be open to the membership.

- a. If a member wishes to speak at a board meeting the member, must notify any Board member in advance of the meeting in writing or in person, as to the topic, twenty-four (24) hours in advance so that it can be placed on the agenda.
- b. General meetings of VVELOA will include an open floor discussion section before adjournment of the business meeting.
- c. All meetings of the membership and Board of Directors shall be held at the Clubhouse of Valley View Estates.

### **Sec. 6. Executive Session Meeting**

The President is empowered to call a closed executive meeting when deemed appropriate in accordance with Texas Property code 209.0051.

### **Sec. 7. Quorum**

The presence, in person or by proxy at any membership meeting, of 25% of those members entitled to vote shall constitute a quorum. In the event a quorum is not present, those members present shall have the power to adjourn until such time as a quorum is present.

## **ARTICLE VI – VOTING**

**Sec. 1.** Lot Owner Members, in good standing<sup>1</sup>, shall have voting rights with respect to any and all matters under consideration.

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<sup>1</sup> Notwithstanding the foregoing, and pursuant to Texas Property Code Chapter 209, no owner shall be denied the right to vote in association elections due to delinquency in assessments, fines, fee, or alleged covenant violations. Any provisions of these bylaws that conflicts with applicable Texas law is hereby deemed amended and superseded to the extent of such conflict.

**Sec. 2.** Associate Members shall have no voting rights but may attend any general or annual meeting as observers only.

**Sec. 3.** When more than one person owns a lot, only one of such persons shall be entitled to vote at any meeting. One vote only is allowed for each lot in good standing<sup>2</sup>.

**Sec. 4.** The majority vote of those presents, in person or by proxy, and entitled to vote on a particular matter under consideration at a meeting, shall carry any motion of regular business, including the voting on expenditures over Two Thousand (\$2,000.00) dollars, changes in assessments and the election of directors.

**Sec. 5.** \* Proxy and or \* absentee votes will be permitted and will be valid if made in writing and filed with a non-running member of the board twenty-four (24) hours the prior to the meeting time and for that meeting only.

## ARTICLE VII- ELECTIONS

**Sec. 1.** To be eligible for election to the Board of Directors, a person must be a Lot Owner Member, in good standing<sup>3</sup> and a resident of Valley View Estates. A sign-up sheet will be posted in the VVELOA clubhouse prior to the 1<sup>st</sup> general meeting of the season.

**Sec. 2.** The election of the Directors shall be at the annual meeting of the membership to fill vacancies in the Board. The Directors shall be elected by the majority vote of the membership.

**Sec. 3.** Voting shall be by paper ballot for those on the sign-up sheet of nominated from the floor. If the number of nominees is less than or equal to the number of open positions, only a voice vote is required. If there are not enough nominees to fill all the open positions, the board may appoint an eligible Lot Owner member to fill a vacancy until the next election.

**Sec. 4.** The officers of VVELOA shall be selected annually by the Board of Directors at the regular annual meeting of the Board of Directors. The annual meeting of the Board of Directors shall be held immediately after the Corporation's annual meeting. New positions may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and meets qualifications.

**Sec. 5.** Should a duly elected member of the Board of Directors sell his or her lot, move from Valley View Estates, resign, be deceased or unable to serve for any reason, the Board of Directors shall appoint a replacement to fill the vacancy until the next election of Directors.

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<sup>2</sup> Ibid.

Candidates for any directorship which was vacated during the term must stand for election for the unexpired term at the next election of Directors.

**Sec. 6.** Collecting and counting of ballots should not be done by nominees, family members or significant other of a nominee.

## **ARTICLE VIII - BOARD OF DIRECTORS**

**Sec. 1.** A duly elected Director shall serve a three (3) year term except when elected by the membership or selected by the Board to complete the unexpired term of a previous Director.

**Sec. 2.** There shall be seven (7) Directors of VVELOA.

**Sec. 3.** A Board of Directors meeting shall be held at 9:00 AM on the Thursday preceding each scheduled meeting of the membership and at any other time that a special meeting of the Board of Directors is called pursuant to Article V, Sec. 2 of these bylaws.

**Sec. 4.** No salary or gratuity shall be paid to any Director of this VVELOA for duties performed as a director.

**Sec. 5.** Expenses incurred by Directors in the performance of their duties shall be reimbursed by the Treasurer upon authorization by a majority vote of the Board of Directors.

**Sec. 6.** The Corporation shall indemnify all Officers, Directors, employees and agents to the extent required by law. The Board of Directors may, by separate resolution, provide for additional indemnification as allowed by law.

**Sec. 7.** The Corporation will purchase and maintain insurance, or make any other arrangement on behalf of any person as permitted by \* Article 2.22A(r) of the Texas Non-Profit Corporation Act, whether or not the Corporation has the power to indemnify' that person against liability for any acts.

## **ARTICLE IX - OFFICERS**

**Sec. 1.** The officers will be selected from the members of the Board of Directors. The officers will be: President, Vice-President, Secretary and Treasurer. They shall be the officers of the general membership of the VVELOA.

**Sec. 2.** Should the office of any board member, become vacant for any reason, it shall be filled by the Board of Directors present at a duly scheduled or called Board meeting.

**Sec. 3.** In the event a Director or Officer fails to perform or refuses to perform the required duties, such person may be removed from office, provided a petition is signed by at least forty (40) percent of voting members requesting a special meeting within thirty (30) days for this purpose.

- a. The petition must include all reasons for such request and must be given to the President, Vice-President, Treasurer or Secretary either by registered mail or hand delivered to one of the above officers.
- b. A letter of intent setting forth the grounds for removal must have been mailed or hand delivered to the person who is subject to removal at least twenty (20) days prior to the meeting where the removal is to be sought. The person subject to removal shall have an opportunity to defend his or her case before the membership at the meeting called for this purpose. A majority of the votes cast at such meeting shall decide if removal is justified.

**Sec.4.** No person shall hold the office of President or Vice-President for more than three (3) consecutive years. The time served as an interim President shall be exempt from this provision.

## **ARTICLE X- DUTIES OF OFFICERS/DIRECTORS**

**Sec. 1.** The President shall preside at all membership meetings and at all meetings of the Board of Directors of VVELOA. The President shall have general supervision and administration over the affairs of VVELOA. The President shall be a member of all committees. The President is entitled to vote only to break a tie.

**Sec. 2.** The Vice-President shall perform the duties of the President in the absence or inability of the President to perform the duties as in case of resignation or absence from a meeting. The Vice-President shall serve as an aide to the President and perform any specific duties as assigned to him or her by the President. The Vice-President serves the general membership and the Board of Directors. In the event the President is absent and a tie vote occurs, the Vice-President may break the tie.

**Sec. 3.** The Secretary shall have the care and custody of all records, minutes book, up-to-date bylaws, correspondence and shall perform all duties pertaining to the office of Secretary including, but not limited to, keep the minutes of the meetings of members and of the Board of Directors, give notice in accordance with the provisions of the bylaws, or as required by law, be custodian of the corporate records, keep a register of the post office address of each member, which shall be furnished to the Secretary by each member, and in general perform all duties as from time-to-time may be assigned to him or her by the President.

**Sec. 4.** The Treasurer shall receive and disburse all funds of VVELOA as directed by the Board of Directors. The Treasurer shall keep all accounts of the receipts and disbursements and shall submit a report at each meeting as well as a yearly report at the annual meeting. The Treasurer shall perform any of the other duties pertaining to the office of Treasurer. The Treasurer and the President shall be authorized to sign checks. If the President feels it is necessary, another Officer/Director may be designated to sign checks. The Board of Directors shall appoint a committee to audit the Treasurer's books and submit its report prior to the February meeting each year.

**Sec. 5.** The Treasurer is to post a bond; the cost of such bond shall be paid by the VVELOA.

**Sec. 6.** The Secretary shall post the minutes on the VVELOA bulletin board within seven (7) days after each meeting. The Treasurer shall post an annual financial report by January 15 and a monthly report by the 10<sup>th</sup> of the following month except only one report is required for the months of April through October.

**Sec. 7.** The remaining members of the Board of Directors shall chair committees and carry out such duties as assigned by the Board.

**Sec. 8.** The Board of Directors shall prepare a budget for the coming year to be presented at the annual meeting for approval of the members.

**Sec. 9.** The Board of Directors may authorize any officer or director to enter into any contract or execute and deliver any instrument in the name of and on behalf of the VVELOA. Such authority may be general or confined to specific instances.

**Sec. 10.** Any Officer or appointee may initiate or respond to any involvement with any governmental or regulatory agency on behalf of the VVELOA. The majority of the Board can designate any other VVELOA member to provide this person's function in a specific circumstance or in all circumstances. In all cases, a majority of Board members must pre-approve the initial contact or response to governmental or regulatory agency.

**Sec. 11.** The Treasurer and Membership director should be full time residents.

**Sec. 12.** All members of the board should have access to a personal computer/tablet and printer.

## **ARTICLE XI- OTHER DUTIES AND RESPONSIBILITIES**

**Sec. 1.** The President, with the consent of the Board of Directors, may appoint any committee deemed necessary for the good of, and complete operation of, the VVELOA.

**Sec. 2. Security**

VVELOA members are encouraged to voluntarily watch neighborhood property as a measure to prevent crime. Each property owner is responsible for the security for their own property.

### **Sec. 3. Purchasing**

The Board shall designate one of its members or an VVELOA member to act as the purchasing agent of the VVELOA. This person acts on behalf of the VVELOA for continuity in the purchase of needed supplies for the general operation of the VVELOA, not exceeding One Thousand (\$1,000.00) dollars per month. All purchases made by this person shall be made in compliance with the VVELOA's bylaws.

The exception to all purchases being made by this designated person are those purchases involved with a specific project or event as designated by the majority of Board members, and in compliance with these bylaws. The majority of the Board can designate any other VVELOA member to provide this person's function in a specific circumstance or in all circumstances.

### **Sec. 4. Building within the VVELOA**

All lot owners must first obtain a letter of awareness from the appointed VVELOA board member, then take the awareness letter to the city of Mission building permit department and get a permit issued by the City of Mission, before any construction work starts. This permit must be posted in view on site before starting work.

### **Sec. 5. Senior Housing**

The Secretary of the Board or a person designated by the Board shall initiate procedures, the purpose of which is to ensure compliance with \* HUD regulations governing the Housing for Older Persons Act of 1995 \* (HOPA) exempting housing intended and operated for occupancy by persons 55 years of age or older from the familial status prohibition of the Fair Housing Act. Such procedures shall include but not be limited to the following:

- a. supervise the annual verification, by reliable survey and affidavits, that comply with the HUD regulations governing HOPA and the VVELOA Covenants which, in part, requires all residences within VVELOA to be occupied by at least one person who is 55 years of age or older and no one under the age of eighteen (18).
- b. keeps record, admissible in administrative and judicial proceedings, of such annual verifications,
- c. cause to be published, by posting signs at all major entrances to Valley View Estates, the intent and purpose of this Association to keep this subdivision as housing for persons 55 years of age or older,
- d. enforce the intent and purpose of this Association by appropriate means including initiating legal action against all persons who are in violation thereof, and

- e. makes result of the survey and any other significant information known to the President prior to the annual meeting.

## **Sec. 6. Other Responsibilities**

The Board shall designate its members or VVELOA members to:

- a. Schedule and oversee the VVELOA's Clubhouse activities including the Calendar, and the Newsletter.
- b. Manage all entertainment and dances to be held at the VVELOA's Clubhouse.
- c. Make arrangements for maintaining the perimeter of the subdivision.
- d. Inspect and be responsible for the maintenance of the Clubhouse for the VVELOA members' general use and enjoyment.
- e. Inspect and be responsible for the maintenance of the swimming pool and swimming pool area.

## **Sec. 7. Animals and Pets**

All Valley View Estates Lot owners must comply with the covenants and restrictions including, but not limited to, the Valley View Estates \* Covenant number 14, which states: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for a domestic pet or pets. Domestic pets shall be controlled and shall not be permitted to run loose. Lot owners and guests shall have the responsibility of keeping their pets quiet and shall pick up waste from said pets.

In addition, all members and guests must comply with the City of Mission's Ordinance, Chapter 14 of the City of Mission code of ordinance. regarding dogs, cats and other domestic animals. VVELOA is not reasonable for stray animals.

## **Sec 8. Yard and Trash**

All Valley View Estates Lot owners must comply with the covenants and restriction including but not limited to, the Valley View Estates Covenant number 13, which states: All lots and homes must be maintained by the Lot Owners in a neat appearance at all times. Yard shall be established in grass or desert lawn, attractive year-round and shall be mowed and maintained in accordance with city code. All landscaping must be well-maintained. City of Mission code (\*Chapter 154 ordinance "Unified Development Code" and \*Chapter 90 solid waste ordinance number 5241 solid waste), states Trash means all refuse, rubbish, rejected tin cans, old vessels, tires and appliance of all sorts and in general, all litter and all other usually included within the meaning of such term.

\* Nuisance code of ordinances.

Weeds means all rank uncultivated vegetation grass or plant matter which has grown to more than 12 inches in height or which, regardless of height, is liable to produce unhealthy, unsightly, unwholesome, or unsanitary condition or become a harboring place for mosquitos, vermin, or vectors.

Compliant notice will be provided in writing and either served personally, emailed or sent through U.S. mail. If mailed, the notice shall be deemed to have been received on the fifth day after mailing, whether actually received or not.

Such notice shall require abatement of such nuisance by mowing and removing weeds, brush, rubbish or other objectionable, unsightly or unsanitary matter of whatever nature as the case may be, within 15 days from the date of service of such notice. Such notice shall further state that, in default of the performance of such condition, the Board of Directors may at once cause such abatement to be done at the cost and expense incurred in doing or having such work done or improvements made to the owner of such property. A fee of One hundred seventy-five (\$175.00) dollars of each occurrence. The payment is due and payable within 30 days' notice of rendered service; liens or penalties may be imposed for nonpayment. All such unpaid assessments and late fees shall constitute a lien against the delinquent lot owner's premises in accordance with Texas law.

#### **Sec. 9. Houses for Rent or Houses for Sale**

All houses for sale or for rent must place a 55 plus and no one under 18 years of age sign when renting or selling. Signs are provided by VVELOA with a \$25.00 deposit for the sign. Deposit refunded when sign returned.

Renters must fill out an informational form, sign a 55 plus form and provide an ID.

Buyers must fill out an informational form, a resale certificate form, sign a 55 plus form and provide an ID.

Sellers must pay a \$25. Resale fee.

#### **ARTICLE XIII- AMENDMENTS**

All bylaws of the Valley View Lot Owners Association, Inc. are subject to amendment. Any section may be amended by a majority vote of those members eligible to vote and present, in person or by proxy, at an annual meeting, provided the proposed change is posted on the bulletin board of Valley View Lot Owners Association, Inc., located in the Clubhouse of Valley View Estates, at least twenty (20) days in advance and read at the membership meeting prior to the annual meeting when it is scheduled to be voted on. Changes to proposed bylaw changes may be made at the annual meeting.

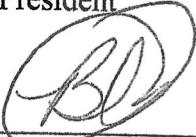
## ARTICLE XIV - RULES OF ORDER

Roberts Rules of Order, when not inconsistent with these bylaws, shall govern all meetings of the Board of Directors, Special and Regular meetings, as well as the Annual Meeting.

## ARTICLE XV – CERTIFICATION

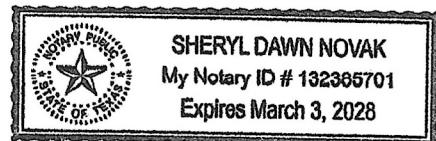
We, the Officers of the Valley View Lot Owners Association, Inc. do hereby certify this instrument has been adopted by the members at an annual membership meeting of the Valley View Lot Owners Association, Inc. as the bylaws of said Valley View Lot Owners Association, Inc.

Dated and signed this 12 day of January 2026

William Merchant  
President  
  
Secretary

Amy Polhamus  
Vice-President  
Janene Watts  
Treasurer

State of Texas  
County of Hidalgo  
Sworn to and subscribed before me on the 12  
day of January 2026  
by William Merchant Janene Watts  
Beckie Belanger Amy Polhamus  
Printed Name: Sheryl Novak  
My commission expires: March 3, 2028



Sheryl Novak

## Definitions

1. \* TPC" Texas Property Code
2. \* "In Good Standing" = "Good standing" means a lot owner has met all of their financial and regulatory obligations, including being current on dues, fines, and other fees, and complying with HOA's rules, by laws and covenants.  
Means a business, organization, or individual is current on all required obligations, such as paying fees and filing reports, and is in compliance with the rules and laws that Govern them.
3. \* "Proxy" The authority to represent someone else, especially in voting.
4. \* "Absentee ballot or vote" An absentee ballot is a vote cast by someone who is unable to attend the official polling station to which the voter is normally allocated.
5. \* "Article 2.22(r) of the Texas Non-Profit Corporation Act" Article 2.22 of the Texas non-profit Corporation Act addresses authorized benefits and distributions, stating that a corporation can pay reasonable compensation to members, directors, or officers, confer benefits on members that align with its purposes, and make distributions to members upon termination to extent permitted by the act.
  - **Compensation:** A nonprofit corporation can pay its members, directors, and offices reasonable compensation for services provided.
  - **Benefits:** A corporation can give benefits to its members ads long as they are in line with the corporation's stated purposes.
  - **Distributions:** Upon the winding up and termination of the corporation, remaining assets can be distributed to members, but only to the extent allowed by the Texas Business Organizations Code.
6. \*"City Of Mission Ordinance Number 5241 Chapter 90" Solid Waste, specifically Section 90-56, Fees and Charges, to establish new garbage rates and brush rates for residents and apartments. This ordinance was approved by the Mission City Council on October 24, 2022, and is effective on a specific date as provided in the document.
  - **Subject:** Amends Chapter 90 of the City of Mission's Code of Ordinances, which covers solid waste.
  - **Action:** Establishes new garbage rates and brush rates.
  - **Scope:** Applies to residential and apartment solid waste services.
  - **Approval Date:** Passed by the Mission City Council on October 24, 2022.
7. \*"Ordinance number 5627" for the city of Mission Texas, is an uncodified ordinance that relates to an amendment of the city's zoning code.

Based on the available records, the ordinance addresses changes to:

- Appendix A (Zoning) of the City of Mission Code of Ordinances.
- Article VIII (Use Districts and Conditional Uses).

8. \* “Nuisance” City of Mission’s nuisance code is primarily outlined in Article VI (Noise) of its Code of Ordinances, which prohibits loud, unnecessary, or unusual noise that annoys or disturbs the peace, practically between 10:00 p.m. and 7:00 a.m. The specific city code sections are 42-231 (Prohibited generally) and 42-232 (Playing radio and other musical instruments).
  - 42-231. Prohibited generally: It is unlawful to make any loud, unnecessary, or unusual noise that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.
  - 42-232. Playing radio, phonograph, or other musical instrument at a volume that disturbs the quiet, comfort, or repose of others between 10:00 p.m. and 7:00 a.m. is considered a violation.
9. \* “H.O.P.A.” Stands for the Housing for Older Persons Act of 1995, a federal law that allows communities to be designated as housing for people 55 and older.
  - This is a US Federal law that amended the Fair Housing Act.
  - It provides an exemption to the familial status protections (no discrimination against families with children) for communities that meet specific criteria.
  - To qualify, a community must be intended for operated to serve older persons, with at least 80% of its occupied having at least one person aged 55 or older.
10. \* “HUD” Key requirements under HUD regulations.

**80% of the occupied units must be occupied by at least one person who is 55 years of age or older.**

**Intent and policies:** The community must have and publish policies that demonstrate its intent to provide housing for older persons.

**Age verification:** The community must have and follow procedures to verify the age of its residents, including regular surveys, and must comply with HUD rules for verifying occupancy.

**Good faith defense:** HOPA provides a “good faith defense” against certain damages if a housing provider reasonably believed they qualified for the exemption, even if they did not.

11. The City of Mission’s code regarding dogs and cats requires them to be leashed and under the control of an adult (18 years or older) when off their owner’s property, which must be an adequately fenced area that prevents the animal from escaping. Violators face impoundment fees, and animals found at-large can be impounded, with specific timeframes and procedures for redemption that may require vaccination and

licensing if the animal is unlicensed. The ordinance also addresses licensing requirements and sets limits on number of animals per household. Animal Limits: There is a limit on the number of animals per household. The current limit is a total of four animals, with a maximum of three of either dogs or cats.

12. Covenant page 2 Sec. A Residential Subdivision for Persons Over 55 Years of Age

The Lot Owners restrict the use of property so that it is private, residential Subdivision in which all of its lots are occupied by at least one person 55 years of age or older. The restrictions, stipulations and conditions set out below are designed to maintain this intent. Children under 18 years of age may visit the property for a period of not more than forty-five (45) days in any one calendar year. No children under 18 years of age shall be permitted to use the common area unless accompanied by their adult host.