

February 13, 2010

This document is a consolidation of the three Restrictive Covenants applicable to Valley View Estates and Valley View Estates, Citrus Grove Addition, additions to the City of Mission, Hidalgo County, Texas, the first having been dated February 17, 1995 and recorded February 27, 1995 as Document #437977 of the Official Records of Hidalgo County, Texas, the second, as an amendment of the first, having been dated February 28, 2000 and recorded March 3, 2000 as Document #851650 of the Official Records of Hidalgo County, Texas and the third, as a second amendment, having been dated February 13, 2010 and recorded March 3, 2010 as Document #2010-2080288 of the Official Records of Hidalgo County, Texas.

This is NOT an official, recordable document and is published only for the convenience of readability and understanding. Legalistic portions of the official recorded Covenants, cited above, have been omitted herein.

**RESTRICTIVE COVENANTS APPLICABLE TO VALLEY VIEW ESTATES
AND
VALLEY VIEW ESTATES, CITRUS GROVE ADDITION,
ADDITIONS TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS**

* (omissions) *

WHEREAS, the combined Subdivision bound by and referenced in this document is legally described as:

All of Lots 1 to 23, Block One (1); All of Lots 1 to 32, Block Two (2); All of Lots 1 to 18, Block Three (3); All of Lots 1 to 18, Block Four (4); All of Lots 1 to 9, Block Five (5); Valley View Estates an Addition to the City of Mission, Hidalgo County, Texas according to Map or Plat thereof recorded in Volume 19, Page 63 of Map Records of Hidalgo County, Texas; and

All of Lots 1 to 32, Block Six (6); All of Lots 1 to 18, Block Seven (7); All of Lots 1 to 32, Block Eight (8); All of Lots 1 to 18 Block Nine (9); All of Lots 1 to 15 (Note: 15 should be 14), Block Ten (10); All of Lots 2 to 9, Block Eleven (11), Valley View Estates, Citrus Grove Addition, an Addition to the City of Mission, Hidalgo County, Texas, according to Map or Plat thereof recorded in Volume 19, Page 107 of the Map Records of Hidalgo County, Texas.

* (omissions) *

The undersigned hereby agree to modify the existing Covenants and hereby impose new Restrictive Covenants so that all of the properties and owners in these two subdivisions shall benefit by the preservation of value and character of said properties.

In consideration of the mutual promises, covenants and agreements, and expressly for the benefit of, and to bind themselves and their successors in interest, the said parties agree as follows:

NOW THEREFORE, the undersigned who constitute at least seventy-five percent (75%) of those members present and voting at the special meeting, DO HEREBY AGREE AND CONSENT to the following amendment to the Restrictive Covenants Applicable to Valley View Estates and Valley View Estates, Citrus Grove Addition, a Subdivision of the City of Mission, Hidalgo County, Texas, and attach their signatures hereto indicating such consent and agreement as follows:

A. RESIDENTIAL SUBDIVISION FOR PERSONS OVER 55 YEARS OF AGE

The Lot Owners restrict the use of property so that it is a 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.

- (1) NO OWNER shall occupy or use his lot or residence and such outbuildings as are customarily appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a Private Residence of the OWNER, his family, guests and tenants.
- (2) THE VALLEY VIEW ESTATES and VALLEY VIEW ESTATES, CITRUS GROVE ADDITION SUBDIVISION is intended and operated as a whole as housing for persons ages 55 and older and is planned, marketed and designed to meet the physical and social needs of older persons. There shall be no child or children under the age of 18 years of age in residency in the Subdivision. Occupancy is restricted to situations wherein at least one person who is 55 years of age or older, per residential unit, is in residence; temporary and limited absences excepted. Also excepted are instances where such qualifying occupancy involuntarily ceases due to death or physical or mental disability of the qualifying person 55 years of age or older. Also exempted from the provisions of this Subsection (2) shall be properties not in compliance with such provisions at the time of the recording of this Amendment to the Covenants; all instances of this exemption will cease upon any subsequent conveyance by sale, lease, or otherwise, of the lot or residence.
- (3) No property in the Subdivision shall be conveyed whether by sale, lease, release or renewal of an existing lease to any party buying, leasing, releasing or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this Subsection shall prohibit the conveyance of property to: (i) parties taking possession and/or ownership of such property for the benefit of one or more relatives age 55 or older and such relative or relatives in fact being actual occupants of such property; (ii) households purchasing property for future occupancy for such future time as when at least one person belonging to such household is 55 years of age or older.
- (4) By acceptance of a conveyance of property in this Subdivision, the Grantee or Grantees therein contract and agree to be bound by the above rules and prohibitions. Any owner who allows his Tenant or Tenants to violate these or any other covenants shall be liable and held responsible for his Tenant's acts.

B. VALLEY VIEW ESTATES LOT OWNERS ASSOCIATION, INC.

An organization exists called Valley View Estates Lot Owners Association, Inc. (hereinafter called the "Association"), which has as its purpose to provide rules and regulations in

the subdivisions for the common benefit of all Lot Owners. The Members of the Association organization will be all the Lot Owners of the combined subdivisions. The Association will operate through a Board of Directors, which shall consist of Lot Owners elected on the Second (2nd) Saturday of each January. The number of Directors and the term of each Director shall be consistent with the provisions of the Association's Bylaws. The members of the Board of Directors shall elect from among themselves a President and other officers as the Bylaws may provide. The Board of Directors shall chair the annual meeting of the Association.

The Association shall have Bylaws as approved by a vote of the majority of the Lot Owners in good standing at an annual or special meeting.

The Lot Owners Association shall, at its annual meeting on the second (2nd) Saturday of January of each year, conduct such business as is necessary to preserve the maintenance and character of the Valley View Estates, specifically:

- (1) Elect seven (7) members of the Board of Directors by a majority vote of those Lot Owners present and eligible to vote in accordance with the Bylaws.
- (2) Upon a vote of a majority of those lot owners present, who are in good standing as set forth in the Bylaws, assess all members such fees as are necessary for the operation of the Association.
- (3) The Board of Directors shall function in an advisory capacity to prevent or remove violations. Enforcement shall be by referring unresolved violations to the proper authorities of the City of Mission.
- (4) All Zoning Ordinances of the City of Mission shall be fully complied with in all cases and specifically all set back requirements of the Zoning Ordinances of the City shall be complied with. It is further understood that in the event that there should be a conflict between the Zoning Ordinances of the City of Mission and the Restrictive Covenants, that the Zoning Ordinances of the City shall govern and take priority over any such contradictory provisions in these Restrictive Covenants.

The following are covenants and restrictions which shall not be modified except by amendment of these covenants:

1. All lots within the subdivisions must be in compliance with the ordinances of the City of Mission, and any other governmental laws.
2. No Lot Owner shall occupy or use his or her lot or residence and such outbuildings as are customarily appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other as a private residence of the Lot Owner, his or her family, guests and tenants.
3. All lots shall be used for either single family mobile homes, modular or site built type homes or for single family travel trailers or motor homes of minimum or maximum dimensions

stated below. Any site built home must be single story and similar in character to the other homes in the subdivisions.

4. Mobile homes and modular site homes must not be less than seven hundred (700) square feet total floor space. No mobile home shall be more than five (5) years old at the time of placement on lot without prior approval of the Association, or its appointees and must be set back to comply with the existing homes in the subdivisions.

5. No lot shall contain more than one permanent living structure and one occupied motor home; or one permanent living structure and one occupied travel trailer, or two occupied motor homes; or two occupied travel trailers, and in any event, no more than two occupied motor homes, travel trailers or other dwelling. In addition, one unoccupied residential unit for a total of three (3) units maximum on any one lot excepting one utility trailer.

6. The motor home or travel trailer of a visitor to a Lot Owner shall, if space permits, be on a lot but for no more than Thirty (30) days in any twelve (12) month period, subject to the limitations in paragraph 5.

7. Travel Trailers and motor homes shall not have a greater length than forty-five (45) feet.

8. All mobile homes, building structures, travel trailers and motor homes must be set back in accordance with the ordinances and regulations of the City of Mission, Texas.

9. Mobile homes must be skirted with some type of decorative vinyl, aluminum, brick or cement blocks within sixty (60) days after mobile is placed on lot.

10. All travel trailers and motor homes must be self contained and road ready.

11. No Park Models can be placed on any lot. Exempted from this rule, shall be Park Models on properties not in compliance with such rule at the time of the recording of this document. If such Park Models are removed from the property for any reason they cannot be returned or replaced

12. Lot Owners shall provide a concrete slab or driveway on their lot for parking their automobile and recreational vehicles.

13. 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 around and shall be mowed and maintained in accordance with city code. Failure to comply within fifteen (15) days of notification shall be cause for the Association, acting through its Board of Directors, or appointees to file a complaint with the City of Mission, Texas. All expenses incurred shall be assessed to the Lot Owner.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for 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.

15. The annual meeting of the Association is to be held at 9:00 A.M., the second (2nd) Saturday of January.

16. All committees appointed by the Association shall be appointed pursuant to the Bylaws of such Association, adopted by the members of the Association. The Board of Directors shall have the duty to determine that any construction in the subdivision be pursuant to a valid building permit issued by the City of Mission, Texas.

C. RECREATION CENTER

The Association shall operate and otherwise provide a recreation center and other related activities for the benefit of its members. The Recreation Center shall include a recreation hall, swimming pool, 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.

D. COVENANTS TO RUN WITH THE LAND

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, in each subdivision, for a period of five (5) years from the date of these amended covenants are recorded. After the initial period of five (5) years, said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be modified or changed only at a special meeting called for this purpose after the initial five (5) year period mentioned above.

Any special meeting called for to change or modify these Covenants must be held during the months of January, February, or March only.

Not less than twenty (20) days notice prior to any such special meeting is required. Notice is deemed made when such notice is deposited in the U. S. mail, postage prepaid to the last known address of the member. Notice is also deemed made when an Association member is personally contacted by a member of the Board of Directors or an appointee of the Board of Directors, or when notice is given to those present at the annual meeting held Twenty (20) or more days prior to the special meeting called for this purpose.

Approval of Amendments: The signatures of not less than seventy-five (75) percent of all members present and voting at the special meeting are required for the approval of any amendment or modification to these covenants. Voting may also be by proxy. The proxy must contain the exact language of modification or change to the covenants, as well as the original language sought to be changed. The proxy must also clearly show the voters intent to vote for or against any change. The proxy must have been mailed to the Association member, to his or her last known address, at least Twenty (20) days prior to the date of the special meeting. It must be

signed by the lot owner in the presence of a Notary Public and be notarized. The lot owners must return this proxy to Valley View Estates Lot Owners Association, Inc., at 2100 Vernon Ave., Mission, TX 78572. It must be received before the day of the special meeting.

Notices. No notice of the annual meeting is required. No less than twenty (20) days notice is required for any special meeting. Notice is deemed to have been made when such notice is deposited in the U. S. Mail, postage prepaid, directed to the lot owner's last known address. It shall be the responsibility of the Lot Owner to ensure the Association has his/her current address. Notice is also deemed to have been made to those members present when such special meeting is announced at the annual meeting, or when made personally to those members who are present at Valley View Estates, by a member appointed by the Board of Directors.

The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by court order, judgment or otherwise, shall in no way constitute a waiver or invalidation of any other condition, covenant or restriction.

E. GENERAL PROVISIONS

Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of legal action, the prevailing party in such action shall be entitled to all legal fees. This shall include Attorney fees, Court costs, and any other fees that might be incurred in the enforcement of this section.

These amended covenants supercede all other covenants and restrictions previously recorded pertaining to these subdivisions known as Valley View Estates and Valley View Estates, Citrus Grove Addition of Mission, Texas.

* (omissions) *

These Amendments shall run with and bind all the land in Valley View Estates and Valley View Estates, Citrus Grove Addition Subdivision and each owner, grantee, assignee and successor thereof.

* (omission) *

VALLEY VIEW ESTATES LOT OWNERS ASSOCIATION, INC.