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BY-LAWS OF  
MOUNTAIN BROOK VILLAS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is MOUNTAIN BROOK VILLAS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to MOUNTAIN BROOK VILLAS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2. "Project" shall mean and refer to that certain condominium project built on that certain real property in the City of El Paso, County of El Paso, State of Texas, described as set forth in Exhibit "A", attached hereto for all purposes.

Section 3. "Unit" shall mean and refer to the elements of a Condominium which are not owned in common with other Owners of other Condominiums. The project shall consist of 36 single story units referred to as "Flats", and 14 two story units referred to as "Townhomes". The boundaries of a Unit shall be the interior surfaces of the perimeter walls, floors, ceiling, windows, air conditioning/heating equipment, exterior surfaces of attached balconies, driveways, or terraces, and doors to each Unit. The Unit shall include both the portions of building so described and the air space so encompassed. In interpreting deeds and plans, the existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than metes and bounds, or other description, expressed in the

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deed or plan, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plan or in the deed of those of a building.

Section 4. "Common Areas" shall mean and refer to the entire Project, excepting those portions thereof which lie within the boundaries or comprise a part of any Unit, as hereinabove defined.

Section 5. "Limited Common Areas" shall mean a portion of the Common Areas set aside and allocated for the restricted use of the respective Units or Owners as is or may hereinafter be designated by Declarant.

Section 6. "Condominium" shall mean a condominium as defined in Article 1301a, Vernon's Annotated Texas Statutes, and shall be an estate in real property consisting of (a) a separate fee interest in the space within a Unit, and (b) an undivided interest as a tenant in common to the Common Areas. Additionally, each Owner of a Condominium shall receive a membership in the Association.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Condominium which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Mortgage" shall mean the conveyance of any Condominium or other portion of the Project to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

Section 10. "Mortgagee" shall mean a person or entity to whom the Mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i. e., the maker of a Mortgage.

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Section 11. Wherever the word "Deed of Trust" is used herein, it shall mean and be synonymous with the word "Mortgage", and the same may be used interchangeably with the same meaning; and likewise the word "Trustor" shall be synonymous with the word "Mortgagor"; and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

Section 12. "Declarant" shall mean and refer to TAWNY OAKS BUILDING COMPANY, INC., its successors and assigns.

Section 13. "Declaration" shall refer to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for MOUNTAIN BROOK VILLAS, dated JUNE 22, 1979, which was recorded in the Office of the County Clerk of El Paso County, Texas on AUGUST 21, 1979, under File No. X 88216. "Declaration" shall also include any authorized amendment of the foregoing instrument.

### ARTICLE III MEMBERSHIP

Section 1. Membership. Every person or entity who is an Owner of a Condominium which by virtue of the Declaration is subject to assessment by the Association, including contract sellers, but excluding persons or entities who hold an interest merely as security for the performance of an obligation, shall be a member of the Association. Also excluded from membership are any lessees from an Owner. No Owner shall have more than one membership, per Unit. Membership shall be appurtenant to and may not be separated from ownership of any Condominium which is subject to assessment by the Association. Owner-  
shall be the sole qualification for membership.

Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member (except as to the use of utilities) may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for any single infraction of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

#### ARTICLE IV

##### PROPERTY RIGHTS - RIGHTS OF ENJOYMENT

Section 1. Place of Meetings. Meeting of the Association shall be held at any suitable place convenient to the Members, as may be designated by the Board of Directors' provided, however, that all meetings shall be held in El Paso County, Texas.

Section 2. Annual Meetings. The first annual meeting of the Association shall be held in El Paso County when 66 2/3% of the Units have been sold or within one year from the date of close of the first sale of a Condominium in the Project, whichever first occurs. Thereafter, the annual meetings of the Association shall be held within 15 days of the anniversary date of the first annual meeting of each succeeding year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article VII of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Owners having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the votes represented at such meeting, in person or by proxy.

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Section 4. Notice and Place of Meeting. It shall be the duty of the Secretary to mail a notice to each Mortgagee of each annual or special meeting, stating the purpose thereof, as well as the date, time and place where it is to be held, to each Member entitled to vote thereat at least ten (10) days, but not more than fifty (50) days, prior to such meeting and addressed to the Member's address last appearing on the books of the Association for the purpose of notice. The mailing of a notice in the manner provided in this Section 4 shall be considered notice served.

Section 5. Voting. Voting shall be on a Unit basis and shall be based upon the class of membership held in the Association. The Owner of each Unit, with the exception of DECLARANT, shall be a Class A Member and shall be entitled to one (1) vote for each Condominium in which they hold the interest required for Membership. When more than one person holds such interest or interests in any Condominium, all such persons shall constitute one Member and the one vote for such Condominium shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Condominium. DECLARANT shall be a Class B Member as to each unsold Unit and shall be entitled to four (4) votes for each unsold Unit. An unsold Unit shall mean a Unit in the Project that has not been conveyed to an individual purchaser for his own use by DECLARANT. Transfer of title of a Unit or group of Units by DECLARANT to another entity which does not constitute a sale or sales to individual owner - users shall not convert the respective Class B Membership or Memberships to Class A Memberships. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership. In any event all Class B Memberships will be converted to Class A Memberships by December 31, 1980.

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Section 6. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners holding 51% of the total votes of both Class A Members and Class B Members (if any) determined in accordance with the voting provisions contained herein and in the Declaration.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 6 of this Article shall constitute a quorum.

Section 8. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his Unit.

Section 9. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the requirement for a quorum shall be 25% of the total votes of both Class A and Class B (if any) Members, determined in accordance with the voting provisions contained herein and in the Declaration.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.

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- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

This order of business may be waived or varied by majority vote of the Members present at any such meeting.

#### ARTICLE V

#### ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Units, both sold and unsold, constitute the Members of the Association and have the responsibility of administering the Project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the manager or management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners. This Association as the management body, shall, among other things, have power to:

- (a) Enforce applicable provisions of the Declaration, By-Laws, organizational rules or other documentation relating to the control and management of the Project;
- (b) Contract any pay premiums for casualty, liability, workmen's compensation, and other insurance including indemnity and other bonds relating to Common Areas.
- (c) Contract and pay for maintenance, gardening, water, materials and supplies and services relating to the Common Areas, and employ personnel reasonably necessary for the operation of the Project including lawyers and accountants where appropriate;
- (d) Pay special assessments or other expenditures which are or would become a lien on the Project or Common Areas;

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(e) Where appropriate, pay for reconstruction of any portion or portions of the Project damaged or destroyed which are to be rebuilt;

(f) Delegate its powers, and;

(g) Enter into any Unit when necessary in connection with maintenance or construction for which the Association is responsible.

#### ARTICLE VI

##### BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons, all of whom must be Owners of Units in the Project, excepting as may otherwise be provided in the Declaration.

Section 2. Election and Term of Office. At the first annual meeting the Members of the Association shall elect three (3) or more Directors to succeed the original Directors. The term of office of each Director shall be fixed for one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members of the Association.

(b) Cumulative voting shall not be allowed.

Section 3. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 4. Directors' Fees. Directors' fees, if any, shall be determined by the Members of the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which

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they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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Section 4. Waiver of Notice. Before or at any meeting of the Board of Directors any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

#### ARTICLE VIII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members of the Association. These powers shall include, but not be limited to, the power to adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, the power to grant easements on Common Areas for minor encroachment thereof by a Unit, and the power to grant easements on Limited Common Areas for the purposes of expansion of its respective Unit.

Section 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and servillance of the Project, the Common Areas, and the Limited Common Areas.

(b) Collection of monthly assessments from the Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Limited Common Areas.

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(d) *Assign parking spaces.*

(e) *Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed.*

Section 3. Management Agent. The Board of Directors may employ for the Association a manager or management agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 2 of this Article.

Section 4. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any non-willful tort, mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each member of the Board of Directors against all loss, costs and expenses (including counsel fees reasonably incurred by him) in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters as to which he may be finally adjudged in such action, suit or proceeding, to be liable for willful misconduct or bad faith. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith as such Director or officer. The cost of any such indemnification shall be treated and handled by the

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Association as an Item of Common Expense as provided in the Declaration.

Nothing in these By-Laws shall prohibit any member of the Board of Directors from entering into contracts with, or otherwise dealing with, the Association. The Association may purchase liability insurance for each Director or officer covering his personal liability for his acts and omissions occurring while acting in the capacity of a Director or officer of the Association, the cost of which shall be paid by the Association as a Common Expense as provided by the Declaration.

#### ARTICLE IX

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, Secretary and a Treasurer, all of whom shall be chosen by and from the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and other officers as in their judgement may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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Section 5. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 7. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the secretary as required by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

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Section 10. Compensation of Officers and Employees. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Project or otherwise, provided that no Director may vote upon any matter providing for his employment and/or compensation.

#### ARTICLE X

##### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All Owners are obligated to pay monthly assessments imposed by the Association to meet all Common Expenses of the Project as that term is defined in the Declaration. The assessments shall be made by the Board of Directors of the Association as provided in the Declaration. All Owners are likewise obligated to pay all special assessments imposed by the Association, as provided for in the Declaration.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the Project in its entirety or in part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs and maintenance of installations of the Unit such as water, light, gas power, sewage, telephones, ducts, sanitary installations, doors, windows, lamps, air condition/heating equipment, and all other accessories belonging to a Unit shall be at the Owner's expense.

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(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Areas damaged through his fault.

Section 3. Use of Family Units - Internal Changes and Additions.

(a) All units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications, additions or alterations in his Unit or installations located therein without previously notifying the Association in writing, through the manager or management agent, or the President or a member of the Board of Directors. The Owner must submit proposed plans for the structural modifications, additions or alterations to the Board of Directors for their approval. The Board of Directors shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications or alterations. In the event of a timely objection, the Owner shall not make the proposed modification or alteration.

Section 4. Other Rules of Conduct. An Owner shall observe and abide by all reasonable rules and regulations duly adopted and published by the Board of Directors of the Association.

Section 5. Right of Entry.

(a) An Owner shall grant the right of entry to the manager or management agent or to any person authorized by the Board of Directors of the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

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ARTICLE XI

SUPPLEMENTARY PROVISIONS

Basic provisions governing the functions and activities of the Association are set forth in the Declaration. To the extent not inconsistent with the Declaration, the functions and activities of the Association shall be supplemented by the following provisions.

(a) Assessment Roll. The Association shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions and activities of the Association as set forth herein and in the Declaration.

(c) Proposed Assessments Against Each Member. Copies of the proposed budget and proposed assessments against each member of the Association shall be transmitted to each Member of the Association on or before January 1 (or the beginning of the fiscal year, if other than a calendar year) of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each Member of the Association concerned.

(d) Depository of Association Moneys. The depository of the moneys of the Association shall be one or more banks or other financial institutions as shall be designated from time to time by the Board of Directors. Withdrawal of moneys from such accounts shall be only by checks or withdrawal orders signed by such persons as are authorized by the Board of Directors.

(e) Accounting Review. A review of the accounts of the Association

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shall be made annually by an accountant chosen by the Board of Directors, and a copy of said report shall be furnished to each Member within thirty (30) days of the completion of the review. A copy of the report will be furnished to all Mortgagees.

(f) Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and management employees of the Association and from any contractor handling or responsible for moneys of the Association. The amount of such bonds shall be determined by the Board of Directors, but shall be at least 150% of the total annual assessments against Members for Common Expenses. The premiums of such bonds shall be paid by the Association, and treated as an item of Common Expense.

#### ARTICLE XII

#### FISCAL YEAR

The fiscal year of this corporation shall run from February the 1st to January the 31st of each year.

#### ARTICLE XIV

#### DONATIONS

The Association may accept gifts, legacies, donations, and/or contributions in any amount and any form, from time to time, upon such terms and conditions as may be decided from time to time by the Board of Directors.

#### ARTICLE XV

#### EVIDENCE OF MEMBERSHIP

(a) Evidence of Membership. The Association shall have no shares of stock. Since membership cannot be transferred except in connection with the transfer of ownership of a condominium, the Association shall not issue formal certificates of membership. The Board of Directors may, at its option, issue informal membership cards to Members and to the members of their respective families who

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reside in their respective Units. The Association shall maintain a current membership roll of all Members from time to time.

(b) Transfer of Membership. Membership in the Association shall be transferred only concurrently with the recordation of transfer of ownership of the Unit to which it relates. Only one membership for each Unit shall be validly outstanding at any time and that shall be in the name of the record owner of the Unit. Upon transfer of a Unit, the Membership formerly held by the transferor shall be transferred to the transferee.

#### ARTICLE XVI

#### AMENDMENT

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted annual or special meeting for such purpose and no amendment shall take effect unless approved by all Owners and Mortgagees. No amendment shall conflict with any provision of the Declaration.

#### ARTICLE XVII

#### MORTGAGEES

Section 1. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the manager or management agent, or the President of the Board of Directors, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units". Such notices may likewise be given by any mortgagee directly to the Association.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of the mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

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ARTICLE XVIII

MISCELLANEOUS PROVISIONS

(a) Corporate Seal. The corporate seal of the Association shall be in such form as the Board of Directors shall determine and shall contain the name of the Association, the state of its creation and such other matters as may be required by the laws of the State of Texas or as the Board of Directors, in their discretion, may determine. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

(b) Principal Office. The principal office shall be established and maintained in the County of El Paso, State of Texas.

(c) Other Offices. Other offices of the Association may be established at such places as the Board of Directors may, from time to time, designate or the business of the Association may require.

(d) Checks, Drafts, Notes. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association for all debts of the Association shall be signed by the President and countersigned by the Secretary or Treasurer or by such officers as shall from time to time be determined by the Board of Directors.

(e) Notice and Waiver of Notice. Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated; and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given under these By-Laws may be waived by the person entitled thereto.

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(f) Suspension After Hearing. The Board of Directors after hearing and by majority vote, shall have the right to suspend the voting rights of a Member and the right of a Member to use the public utilities and other facilities of the Common Areas for:

(1) His failure to pay any common or special assessments as provided in the Declaration; such suspension shall not exceed the period in which said payment remains delinquent; and

(2) His violation of the rules and regulations of the Association, provided that (i) suspension for such cause shall not exceed thirty (30) days for any single violation and (ii) any such violation shall not be grounds for suspending the Member's right to use the public utilities serving his Unit.

Before any such action may be taken at least ten (10) days' written notice must be given to such Member specifying the charges and stating the time and place of hearing on such charge. At such hearing, the Member shall be given an opportunity to be heard and to present evidence in answer to such charge.

(g) Conflict. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these By-Laws of the Articles of Incorporation, the Declaration shall control.

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~~STATE OF TEXAS  
COUNTY CLERK  
*Alma R. Langford*~~

STATE OF TEXAS COUNTY OF EL PASO  
I hereby certify that this instrument was filed  
on the date and time stipulated hereon by me and  
was duly recorded in the volume and page of the  
Official Public Records of Real Property, El Paso  
County, Texas.



AUG 21 1979

*H. C. [Signature]*

COUNTY CLERK, El Paso County, Texas

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