

2020 PEA BY-LAWS

PARK EAST ASSOCIATION INC. **BY-LAWS, RULES & REGULATIONS**

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PARK EAST ASSOCIATION INC.
BY-LAWS, RULES & REGULATIONS

1. CORPORATION NAME & OFFICE LOCATION

1.1 Name of the corporation is Park East Association, Inc., hereafter referred to as the "Association".

1.2 Location of the Association Office hereafter referred to, as the "Office" is 1725 Mosswood St. El Paso, Texas.

2. GENERAL IFORMATION

2.1 These By-Laws are subordinate to the Articles of Incorporation (State Charter) and to the 4th restated declaration of Covenants, with Amendments, Restrictions and Conditions; hereafter referred to as the "Covenants" and shall not conflict with them.

2.2 Definitions applying in the By-Laws shall be those in Article 1 of the Covenants and those listed below.

- **Common Area** shall be as described in Article 1, Section 4 of the Covenants.
- **Directives** shall mean the Charter, Covenants, these By-Laws, and such rules and regulations set by the Board of Directors.
- **Emergency** shall mean imminent danger to persons, property, or utilities (gas, electric, or water).
- **Urgent** shall mean situations imposing extreme discomfort on residents, i.e., leaking roof, clogged sewer or drain.
- **Improvement** shall mean anything that has or shall be added to the land that has or shall increase the value of properties in the Association. Replacement shall not be capitalized if wholly paid for from assessments
- **Definitions of Immediate Family** shall be spouse, domestic partner, children, stepchildren, grandchildren, step grandchildren, great grandchildren, step great grandchildren, parents and grandparents.

3. OWNER MEETINGS

- 3.1 Written notice of any Owner Meeting and proxy forms shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting. A quorum of Owners shall be 36 votes in person or by proxy. Proxies shall be valid only for the meeting specified and may be held and voted by any Owner designated by another Owner. Proxy voting instructions may be written on the proxy or given verbally.
- 3.2 In November of each year, a Budget meeting and election of board members whose terms have expired will be held. The Board of Directors will present a review of the Year to Date Financial statements, a proposed budget for the next fiscal year, and the amount of the assessment required to support this budget for the next year. The proposed budget will be distributed to the homeowners no more than thirty (30) days and no less than ten (10) days prior to the budget meeting. After approval by the homeowners, the budget and assessment shall become effective January 1st of the following year. If the assessment should increase more than five (5%) percent over the previous year, a 2/3 vote of the Owners present or by proxy will be required to approve the budget.
- 3.3 An Owners meeting shall be held in February of each year to conduct any business of the Association, which includes Capital Improvements, and to present to the Owners a financial statement from the previous year.
- 3.4 Special Owner Meetings may be called by the President, any four (4) Directors, or by any eight (8) owners. A quorum must be present to transact official business. The minutes must be read at the next regular Owners meeting.
- 3.5 Owners shall deliver proxies for a specific meeting to the Secretary or to the Association Mailbox no later than 7:00 PM, at least one (1) day prior to the date of the meeting. Proxies not submitted by the deadline will not be accepted. As the first order of business of the meeting, the Secretary will announce the names of the Owners present or represented by proxy, and determine if a quorum is present.

4. BOARD OF DIRECTORS

- 4.1 The Board shall consist of seven (7) Directors elected by the Owners at the Budget meeting in November. To be eligible to serve as a Director, an individual must be an Owner at Park East Association and have been a owner for a minimum of six (6) months..
- 4.2 A Directors' term of office shall be three (3) years. No more than two consecutive terms may be served.
- 4.3 The Board may vacate the position of any Director who has been absent for three consecutive Board meetings without valid excuses. Any Director may be removed by a majority vote of a quorum of Owners.
- 4.4 Each year the Board, or any homeowner, shall nominate one candidate for each vacancy and shall provide a ballot for each Owner. Candidates may be nominated from the floor, provided the nominee(s) has consented to serve.
- 4.5 If vacancies occur during the year, the remainder of the Board shall name an Owner to serve until the next Budget Meeting in November.
- 4.6 Regular meetings of the Board shall be on the third (3rd) Tuesday of each month at 6:00 PM at the Club House. The President may change this date and time provided Owners be notified of the new date and time. A quorum for a meeting is four (4) Directors. Proxies may not be used.
- 4.7 The President, Vice-president, or any two Directors may call special meetings of the Board by giving Directors three (3) days notice and placing a written notice on the bulletin board in a designated area of the clubhouse. In cases of urgent or emergency situations, the President has authority to take necessary action without a special meeting. Executive Board meetings, which are closed meetings, may be held provided the minutes of the closed meeting is read for approval at the next regular Board meeting.
- 4.8 Duties of the Board shall be as follows:
 - Elect the Officers of the Association for a three (3) year term.
 - Provide required notice of Owner Meetings.
 - Protect the value and desirability of Park East Association and the Owner's Properties.
 - Be responsible for the enforcement of all provisions of these By Laws

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- Be responsible for the integrity of Financial Statements provided to owners
- Recommend to Owners the proposed annual budget and the proposed annual assessment to be collected.
- Insure that all persons with access to Association funds are bonded
- Review over-budget expenditures for justification.
- Assure that all files and records are maintained as required.
- Respond to written requests for information or action by an owner.
- Set the amount and the date for all late payment penalties.
- Procure insurance for public liability and hazard on all Common property owned
- Procure insurance for Board members and Officers.
- Assure maintenance is performed in accordance with Article IX and Article VI of the Covenants.
- The President and Secretary shall sign all contracts approved by the Board of Directors.
- Establish and enforce rules for use of Association property by all parties.
- Appoint Chairpersons and members of committees as appropriate
- Supervise and/or delegate supervision of maintenance

5. OFFICERS AND DIRECTORS OF THE ASSOCIATION

- 5.1 Officers shall consist of a President, Vice President, Secretary, Treasurer, and any other officers the Board may name. All members of the Board of Directors must be owners. Terms shall be for three (3) years; officers may only serve two (2) consecutive terms. If named by the Board, Chairpersons of Committees and other Owners may be granted the status of ex-officio Board members without voting rights.
- 5.2 The Board shall elect the President and other officers immediately after the annual Budget Meeting in November and assume office in January of the following year.
- 5.3 The President shall be the Chief Executive Officer of the Association, having all duties and authority of a general manager. He/she shall execute all resolutions of the Board, have the authority to make decisions, and take actions within the limitations of the Charter, Covenants, By-laws, and written policies of the Association and not reserved to the Board or the Owners. The President shall:
 - Preside at Board and Owner Meetings
 - Enforce the provisions of all Directives
 - Assure the Association operates within the rules of good business practices
 - Approve establishment of Maintenance Petty Cash Fund

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- Request an Internal Control Evaluation every 4 years by a Committee of Homeowners. Committee Chairman is to be appointed by the Board of Directors
 - Appoint Chairmen and members of committees, as appropriate
 - Supervise and/or delegate supervision of Maintenance
 - Call to the attention of the Board and/or Owner any developing problems
- 5.4 The Vice-President shall act as president during the absence or incapacity of the President and shall perform any other duties assigned by the President.
- 5.5 The Secretary shall:
- Assure the minutes of Board and Owner meetings are recorded and posted in the designated area within 7 days
 - See that all minutes and Board resolutions are filed for permanent record
 - Provide required notices of Owner Meetings
 - Be custodian of the Corporate Seal and records
 - Perform other duties as may be assigned by the board
 - Publish and distribute annually a list of Owners' and Tenants addresses, phone numbers and email addresses
- 5.6 The Treasurer shall:
- As soon as a check is received, stamp it with a restricted endorsement and prepare it for deposit in appropriate accounts
 - Record all funds received promptly
 - Pay all disbursements by check, auto draft or electronically. All checks must have two (2) signatures
 - Prepare unsigned checks and supporting documents
 - Reimburse maintenance petty cash after approval by the Maintenance Chairperson
 - Reconcile all bank account and investment statements monthly
 - Notify delinquent Owners and advise the Board
 - Maintain books and financial records of the Association
 - Provide copies of all Directives to be sold as may be required by real estate agents, Title Companies, or new Owners
 - Report to the Board the financial position at the end of each month, including the balances of each account and budget comparisons

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- Keep a record of the names and addresses of all residents and Owners
- Provide the Board with a monthly report detailing all disbursements
- Ensure that all special bank accounts i.e., Restricted, Reserve & CD's require two signatures for withdrawal

6. FILES AND RECORDS

- 6.1 Files, records and the Corporate Seal shall be kept in the office under lock and key. They shall not be removed from the office except when necessary and shall be returned immediately. Keys to the office will be available to all Directors.
- 6.2 Copies of all letters to the Association shall be delivered to the Secretary for filing, as well as contractual agreements with suppliers.
- 6.3 An Owner may request an inspection of files and records. The request shall include the reason for the inspection and be presented to the Secretary in writing. After approval of the President and/or the Board, the inspection may take place in the presence of any two officers.
- 6.4 Records to be maintained on file shall be as follows:
- **ONE (1) YEAR:** Accounts monthly financial statement including profit and loss, General Ledger, Payroll, Budget and Transactions Journal. CPA year-end Financial Report.
 - **FIVE (5) YEARS:** Accounts financial statement as above for month of December for each year and CPA year-end Financial Reports.
 - **INDEFINITELY:** All employee payroll records and payroll tax reports.
 - Any other records, which may from time to time be recommended by the CPA or by the Board, including a time limit.
- 6.5 Removal of old records past their maintenance time shall be the duty of the Secretary and Treasurer, with assistance as needed.

7. COMMITTEES

- 7.1 The President and the Board may form Committees for specific purposes.
- 7.2 Committee members may be owners, residents or tenants but need not be Board Members. Tenants cannot serve on Budget or By-Law Committees and are restricted to social or other volunteer activities.
- 7.3 Permanent Committees are as follows:
- Building and Grounds

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- Decorating
- Hospitality
- Social/Clubhouse
- Architectural

8. **ASSESSMENTS AND MONEY MANAGEMENT**

- 8.1 Each Owner, by acceptance of a deed to his property, agrees to pay to the Association, the annual operating assessments, and special assessments as determined herein. Such assessments together with interest, costs, and reasonable attorney fees, shall be a continuing lien upon the property against which the assessment is made and shall be recorded as an obligation of the person who was the Owner of the property at the time the assessment fell due.
- 8.2 Special assessments may be rendered as detailed in the Covenants Article V, Section 3, and requires a 2/3 vote of a quorum at an Owners meeting in person or by proxy.
- 8.3 All cost of operations of the Association shall be paid in twelve (12) monthly assessments, which are due on the first day of each month. The Board shall establish the penalty applicable to late payments, which will be after the 20th of the month and shall be uniformly applied to all Owners. The amount of the operating assessment shall be determined as set out in Section 3.2 of these Bylaws. All Owners shall be informed of any change in the Assessment at least thirty (30) days in advance of the effective date.
- 8.4 Association monies are divided between an Operating Account and Investment Funds, which consists of a Reserve Account and a Restricted Account as required by the Covenants.
- 8.5 The Operating Account shall be a checking account used for day-to-day transactions, receiving income, disbursing expenses, and transfers to and from the Reserve Account. Each month 10% of the current monthly assessment will be transferred from Operating into the Investment Funds, 5% to the Reserve Account and 5% to the Restricted account
- 8.6 If the Operating Account is short of funds, a transfer shall be made from the Reserve Account. The amount of the transfer shall be determined and approved by the Board. Funds from the Restricted Account may not be transferred or otherwise expended without approval of the Owners.
- 8.7 The Reserve Account is to provide funds to cover unpredictable over budget expenses. At the beginning of each fiscal year, this fund will be 15% of the total annual assessment. If during the year there is a deficiency exceeding 10% or more of the total annual assessment, the entire monthly transfer to

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the Investment Funds will be paid into the Reserve Account until the deficiency is remedied. If this cannot be accomplished by the November budget meeting, Owners will be asked to approve a transfer from the Restricted Account. Any surplus in the Reserve Account at the end of the year will be transferred into the Restricted Account.

8.8 When the Total Investment Funds (Reserve and Restricted Accounts) equals 100% of the current total annual assessment, the Board shall submit to the Owners the question of whether payments into the Investments Funds should be continued.

8.9 The operating account may have up to four signatories but no less than three. Any Board member may be a signer and signers are not limited to officers.

9. **ARCHITECTURAL CHANGES**

9.1 An Owner desiring to make changes in his property (see Article VI of the Covenants) shall submit his request to the Board of Directors for investigation and approval. Requests shall include plans the same as those required by the City to obtain City Permits; specifications; and a description showing the nature, kind, shape dimensions, color, materials, and location of the proposed change on the Owner's lot.

9.2 Approval of such changes will be subject to compliance with these By-laws, Covenants, the completion of an Agreement for Covenant (to be recorded at the County Clerk at Owners expense with a copy for Association files), and the securing of a City permit as required by the City. The agreement for Covenant will state the Association has no responsibility for the maintenance of the proposed change.

9.3 The addition of lights of any type on the lots exterior to the homes or garages shall be limited to a properly shaded incandescent white bulb of 75 watts or less, or any type of light emitting 1170 lumens or less. Exception is allowed for holiday decorations and for security lights of the sensor type; i.e., a light, which switches on automatically when there is motion or heat in the vicinity of the light, and then turns off automatically within one hour.

9.4 Refer to **Appendix "F"** for further information and handout directions.

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10. MAINTENANCE

10.1 Maintenance request from Owners must be made by placing a work order (forms are provided) into the box near the door of the maintenance building. Owner will be notified as to the disposition of their request within ten (10) days. In urgent or emergency cases, a Director should be called.

10.2 Performance of maintenance at the Association shall be by staff, which is under the supervision of the Chairperson of Maintenance. The Chairperson of Maintenance must be an owner who is a resident, under the supervision of the Board.

10.3 Duties of the Chairperson of Maintenance shall be to:

- Determine all maintenance work required by the Association.
- Obtain information and bids from contractors for work beyond the capabilities of the maintenance staff and present them to the Board for approval
- Buy materials as needed for basic repairs and maintenance, keeping within the Association budget.
- Complete inspections on a repetitive basis and assure they are made as directed by the Board.
- Report potential fires hazards to the board, regardless of location
- Inform the Board of difficulties encountered, find solutions for these problems, and recommend to the Board necessary changes to improve performance and cost of maintenance.

10.4 Responsibility for maintenance is divided between the Owners and the Association in that the Owners maintain the interiors of their homes, garages, backyards, and the Association maintains all other items on the properties as listed in **Appendix "D"**. Any item not listed shall be referred to the Board for decision.

10.5 Trash and garbage collection will be by Association maintenance staff. Refer to **Appendix "E"** for details.

10.6. A recycle program is manned by maintenance staff, See **Appendix "E"**.

11. REGULATIONS, RESTRICTIONS, PROHIBITIONS

- 11.1 Reservations for use of the Clubhouse are restricted to Owners or Tenants only. Reserving the Clubhouse does not reserve any other part of the recreational areas, including the patio and swimming pool with the exception of the grills. See “**APPENDIX “A”** for Rules and Regulations.
- 11.2 The Pool is for the exclusive use of Owners or Tenants, their immediate families and no more than two guests at any one time. A parent must accompany children under 18 years of age at all times, and an owner/tenant must accompany guests. Be sure to read **EMERGENCY ACTION PLAN** and **SAFETY PRECAUTIONS** posted next to the telephone. See **APPENDIX ‘B’** for Rules and Regulations.
- 11.3 Use of the clubhouse by other organizations may be granted by petitioning, in writing, the President, the Board of Directors, and Clubhouse chairperson. Such cases will be judged individually on their merit.
- 11.4 The tennis court is for the exclusive use of Owners, Tenants, their children and guests. The court may be used for Basketball provided no one is playing tennis. The court is not to be used for any purpose other than sports. No hard soled shoes are allowed on the court. See **APPENDIX ‘C’** for the Rules and Regulations.
- 11.5 Non-Commercial passenger vehicles, including bare, empty pick-up trucks of $\frac{3}{4}$ ton capacity or smaller are allowed to be parked or stored overnight on the properties, except in areas restricted by the Board. Recreational vehicles and boats of Owners may be parked for not more than 72 hours and not more than twice in a four (4) week period. Recreational or other vehicles of houseguests may be parked for a period not to exceed 7 days in one of the parking areas at the clubhouse upon prior written permission signed by the President or Vice President. Other vehicles, trailers or boats are not allowed unless they are out of sight inside a closed garage.
- 11.6 Vehicles will not be parked in a manner that will block sidewalks or on lawns, cinder/rock areas, or on the street in front of another Owners home . Stripped down vehicles, wrecked, jalopy, and racing vehicles shall not be allowed to remain on the properties unless they are in a closed garage .
- 11.7 Use restrictions. Refer to Article XII of the Covenants.
- 11.8 The Ordinances of the City of El Paso concerning pets shall apply to Park East properties i.e.; kept on leash, immediate removal of feces left by dogs and cats.

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12. DISPUTES

- 12.1 Disputes between an Owner and the Association or two Owners will be settled by arbitration if either party so requests. Non-professional arbitrators may be used, and Park East residents are recommended.
- 12.2 Each disputant will choose one arbitrator. The two arbitrators will then select a third arbitrator. If one disputant fails to name an arbitrator within ten (10) days, the other disputant will name the first two arbitrators. In addition, if the first two arbitrators cannot decide upon a third, any judge in the District Courts or County Courts of El Paso County, Texas shall name the third arbitrator.
- 12.3 The three arbitrators shall submit a written statement to the disputants for their signatures, stating all the details of the dispute and a notation that the statement is satisfactory to both disputants and that each shall be bound by a majority decision of the arbitrators. The arbitrators will then make a decision.
- 12.4 Cost of arbitration, if any, shall be borne by the disputant found at fault; if arbitration fails and a civil suit is filed, all cost, including attorney fees, court cost, and other expenses shall be paid by the disputant determined to be at fault

13. COMPLIANCE, DEFAULT, AND SEVERABILITY

- 13.1 The last paragraph of the Preamble to the Covenants binding the Owners to observe the easements, restrictions, Covenants, and conditions of the Covenants is extended to these By-laws, the Charter, and duly adopted rules and regulations of the Association. The acquisition, occupancy, or rental of a property in the Park East Subdivision shall signify that the Charter, Covenants, these By-laws, and duly adopted rules and regulations of the Association are accepted and ratified.
- 13.2 Failure to comply with any of the terms of the Charter, Covenants, these By-laws, or duly adopted rules and regulations of the Association shall constitute an event of default. Default shall be grounds for relief, which may include but not limit an action to recover sums due for damage and injunctive relief or any combination thereof.
- 13.3 Default by an Owner in paying to the Association any assessment owed the Association; the Owner shall be obligated to pay interest at the maximum legal rate on such assessment from the due date thereof and also all expenses, including attorney's fees, incurred by the Association in any proceeding brought to collect unpaid assessments. It is the right and duty of the Board to attempt to recover unpaid assessments, interest, and expenses of these proceedings.

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- 13.4 The Association may also discontinue the furnishing of water and other services to an Owner or property concerned, ten (10) days following the mailing of written notice of such default to the Owner at the Owner's last known address. The owner shall pay all delinquent charges before the Association reconnects the water or performs other services.
- 13.5 Each Owner (whether one or more persons) shall be personally liable for the payment of all assessments, which are levied against the property. An owner in default of any obligations there under shall not be entitled to vote at any Association meeting or use any of the Association facilities so long as such default exists.
- 13.6 The failure of the Association or any Owner to enforce any right, provision, covenant, or condition granted by the Covenants, Charter, these By-laws, or duly adopted rules or regulations of the Association shall not constitute a waiver of the right of the Association or any Owner to enforce such right, provisions, covenants, or conditions in the future.
- 13.7 Should any of the terms, provisions, or covenants of these Bylaws be held partially or wholly invalid or unenforceable for any reason, such holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants held to be partially invalid or unenforceable.

14 **MISCELLANEOUS PROVISIONS**

- 14.1 The Corporate Seal of the association shall be in circular form having within its circumference the words:
- **“PARK EAST ASSOCIATION, INC. CORPORATE SEAL”**
- 14.2 The fiscal year of the Association shall begin January 1st and end December 31st each year.
- 14.3 These By-laws shall not be retroactive to events or practices by Owners prior to adoption of these By-laws.
- For example: if a patio cover was installed before an applicable by-law was adopted covering patio covers, such a bylaw shall not apply.
 - However, if a patio cover is to be replaced or changed, the by-law applies to the new work.
- 14.4 All meetings of the Association are subject to Robert's Rules of Order.
- 14.5 The Association is managed and operated by the Owners as volunteers. No Owner or members of Owners family shall receive pay or compensation in exchange for services of any type rendered to the Association. Owners may be reimbursed for actual out-of-pocket expenditures incurred for the benefit of the Association and must be reimbursed within ten days after approval by the board.

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15 AMENDMENTS

- 15.1 These By-laws may be altered, amended, or repealed, and new By-laws adopted, hereafter called “change”, at any Owners meeting by a majority vote of a quorum.
- 15.2 Proposed changes in the By-laws by an Owner shall be delivered in writing to the Board for review not less than 60 days prior to the Owners meeting at which the change is being considered. Changes shall be submitted and written completely, not in a “delete”, “add” or “change” form. The Board shall submit any changes in writing to all Owners 30 days prior to the meeting.
- 15.3 Changes shall be dated and numbered for insertion in the By-laws at the proper location in the section covering the subject. If the Subject is not included in the By-laws, a new numbered section may be added.

APPENDIX “A”

CLUBHOUSE RULES

RESERVATIONS:

1. Reservations for use of the Clubhouse are restricted to Owners or Tenants only and may not be made more than three (3) months in advance. The clubhouse may not be reserved for more than two (2) consecutive weekends in any given month.
2. Dates closed for reservations (Association activities) are noted on the reservation calendar held by the Clubhouse Chairperson.
3. To reserve the Clubhouse, call the Clubhouse Chairperson. Reservations are secured for damages by a check to the Association. Reservations must be cancelled no later than two (2) days prior to the scheduled reservation, so others may use the facility. If not cancelled within two (2) days prior to the date, a fine will be assessed.
4. There will be no “Jumping Jack” , shade covers or trampoline apparatus installed within the recreational areas due to damage to sprinkler systems.
5. In an emergency, emergency phone numbers are posted in the Clubhouse kitchen and by the sign-in sheet in the pool area.

PREPARATION & CLEANUP OF CLUBHOUSE WHEN RESERVED:

The person or persons responsible for reserving the clubhouse is responsible for preparing the Clubhouse for their event, including cleaning the facility. They will also assure that restroom supplies are available and will furnish kitchen cleaning materials and garbage bags.

BY 12:00 PM the day following use of the Clubhouse, the person who made the reservation is required to:

1. Clean the facility, including the kitchen (stove, sink, and refrigerator); bathrooms (lavatories and toilets); gas grills and outside areas.
2. Remove trash from all rooms and empty trash containers in the kitchen, bathrooms, and patio areas. Replace trash bag liners. Do not leave trash standing around in plastic bags. Deposit in Dumpster.
3. Mop/vacuum all floors

APPENDIX "A" CONT'D

PREPARATION & CLEANUP OF CLUBHOUSE WHEN RESERVED

4. Return furniture back to original location. The Clubhouse Chairperson will inspect the Clubhouse after use. Failure to adhere to the above rules will be reported by Clubhouse Chairperson to the Board of Directors, and the person responsible will be notified.

If the Clubhouse does not pass inspection by 12:00 PM the following day, the entire deposit will be forfeited. **NO EXCEPTIONS.**

WHEN LEAVING THE CLUBHOUSE, ASSURE THAT:

1. Windows, doors (including patio and restroom doors), and outside gates are completely closed and locked.
2. Stove, lights, and music are turned off.
3. Air conditioner/heater units are set to the degree posted by the controls.
4. Gas at fireplace is turned off, and the key is returned to the Clubhouse Chairperson. A \$25.00 replacement fee will be charged for any lost key or a key that is not returned within a reasonable time.

GENERAL:

1. If the fireplace is to be used, the key to the gas starter can be obtained from the Clubhouse Chairperson.
2. Items that tend to stop up the kitchen sink will not be put down the drain. If the sink does stop up because of such action, the Owner may be held responsible.
3. No one except the Maintenance Manager or a Director is to touch any breaker in the breaker box. Pool pumps and heaters may be damaged by so doing, and the Owner will be held responsible.
4. No one is allowed in the Clubhouse in swim attire, except in the restrooms. The patio west door for each restroom is to be used for entry and exit for restrooms

APPENDIX “B”

POOL AREA RULES

1. **ALL** persons using the pool area must sign-in, including family and guests. This is for insurance purposes. Failure to do so may be cause for loss of privileges.
2. No Owner or Tenant will have more than two (2) guests at a time and will accompany their guests when they use the swimming pool..
3. **DO NOT** attempt to turn off the swimming pool light. All recreational area lighting is for safety and must not be tampered with.
4. If an Owner/Tenant leaves their children in the care of a guardian (at least 18 years of age) and they want the children to be able to use the swimming pool in their absence, they will give the Board written notification, including the name of the guardian. The guardian, but no other guest, will be allowed to use the pool.
5. If an Owner/tenant has an occupant (temporary or permanent) in their home and they wish to have the occupant to be able to use the swimming pool, they will give the Board written notification, including name of occupant and length of time occupant will be in the home. The Board will act on each request on an individual basis. If permission is granted and occupant does not abide by the pool area rules, the Board will restrict further use of the facility. Occupant may not have guests at the pool.
6. If water hose is used to clean the patio, water must be swept off with a broom, which is kept in a designated area.

RESPONSIBILITY:

1. All persons using the pool or pool area do so at their own risk and are solely responsible for any accident that occurs. **NEVER** swim alone.
2. The Association will not be responsible for any loss or damage to personal property.

APPENDIX “B” (CONT’D)

POOL AREA RULES (CONT’D)

RULES:

1. Only swimsuits may be worn in pool (no cut-offs, shorts, etc.).
2. Bobby pins, hairpins, etc, must be removed before entering pool.
3. Swim attire is prohibited in the Clubhouse, except in restrooms, and entry to and exit from restrooms will be through the patio west doors to restrooms only.
4. No oil-type suntan lotion may be used before entering the pool.
5. Running, pushing, scuffing, or undue disturbance in or about the pool will not be tolerated.
6. **NO** diving from side of pool where water is less than 8 feet deep.
7. No life rafts, large floats, or large play items are allowed.
8. NO GLASS containers are allowed in the area.
9. No pets are allowed in pool and patio area.
10. Wheeled vehicles are not allowed in the recreational area.

GENERAL

1. Deposit litter in proper receptacles.
2. If patio tables were used, clean them off to prevent insects, and maintain cleanliness for other residents.
3. If music was turned on, and you are the last one leaving the area, turn it off.
4. Be sure the restroom lights are out and doors are locked.
5. All gates are to be closed and locked.

APPENDIX “B” (CONT’D)

POOL AREA RULES (CONT’D)

EMERGENCY ACTION PLAN

1. Sound an emergency signal. A simple cry for help will work to alert other swimmers that they should leave the water immediately.
2. Use pool safety equipment (i.e. ring buoy or shepherd’s crook) to remove victim from water.
3. Use the red phone in the pool area. You will automatically reach the 911 operator. Be prepared to give the following information to **EMS** dispatcher.
 - **Location address:** 1725 Mosswood.
 - **Directions:** Right at intersection of Yarbrough & Trawood, Left at Mosswood, Left at second Park View Circle, pool entrance to left of Tennis Court.
 - **Telephone number:** 915-593-9644 and caller’s name.
 - What happened, how many people injured, and condition of victim(s).
 - Help (first aid) being given.

NOTE: Do not hang up first. Let **EMS dispatcher** hang up first.

4. First aid kit is on the wall above the trashcans on the patio. Render aid to the victim as follows:
 - Check the scene for safety.
 - Check the victim for consciousness, breathing, pulse, and bleeding.
 - Care for the conditions you find following instructions from the 911 operator.
5. Notify a **PEA** board member that an accident has occurred. Refer to your phone list for Board Members and phone numbers.

APPENDIX “C”

TENNIS COURT RULES

1. The Tennis court is for the exclusive use of Owners/Tenants, their children, and guests.
2. An adult must accompany children under 16 years of age at all times.
3. The court may be used on a first-come-first-served basis. The time limit is 1-1/2 hours, if others are waiting to play.
4. The court may be used for basketball provided no one is playing or waiting to play tennis.
5. Proper attire must be worn on the court, including tennis or basketball shoes. (No swimsuits are allowed, and men must wear shirts).
6. No animals are allowed on the court at any time.

APPENDIX "D"ASSOCIATION/OWNER MAINTENANCE RESPONSIBILITIES

<u>OWNER</u>	<u>ITEM</u>	<u>ASSOCIATION</u>
X	Air conditioning (REFRIGERATION ONLY)	
	Cinders or crushed rock landscaping	X
	Curbs	X
	Concrete slabs, original, front side, and rear	X
X	Concrete slabs, not original, front side, and rear	
	Clubhouse	X
X	Clubhouse cleanliness after Owner use	
	Doors, garage front and rear paint outside only	X (1)
X (1)	Doors, resident front, paint only	
	Deviators at doorways, water from roof	X
	Driveways	X
X	Evaporative coolers (ONLY EXISTING)	
	Fences, original	
	X	
X	Fences, not original	
	Gates, original	X
X	Gates, not original	
X	Glass, in windows & doors	
X	Glass, glass lights mounted on exterior, not original	
	Glass, yard lights on post	X
	Gutters, roof drains, installed by PEA	X
X	Gutters, roof drains, installed by Owner	
	House numbers, original	
	X	
X	Jacuzzi installed by Owner	
	Lawns, front yards & common area	X
X	Lawns, rear yards	
	Lights, exterior residence & garage original	
	X	
X	Light bulbs, exterior residence & garage	
X (2)	Lights, yards on post, electric	X (2)
X	Locks, residence & garage	
X	Mailboxes	
	Pool, swimming	X
X	Plumbing, interior of homes	
X (3)	Roofs	X (3)
	Rock walls, anywhere, original	X
X	Screens, insert	

APPENDIX "D" (CONT'D)

ASSOCIATION /OWNER MAINTENANCE RESPONSIBILITIES (CONT'D)

	<u>OWNER</u>	<u>ITEM</u>
<u>ASSOCIATION</u>		
X	Security doors, fences, gates, and ironwork	
X	Serving counters, exterior (on kitchen window)	
X (4)	Sewer, street to residence	X (4)
	Shrubs, front yards & Common area	X
X	Shrubs, rear & side yards behind gate	
	Sprinkler system front yards & common area	X
X	Sprinkler systems or watering rear yards	
	Streets & sidewalks Park View Circle	X
	Stucco, residence & garage	X
	Tennis Court	X
	Trees, front yards & common area	X
X	Trees, rear yards	
	Walks to front door, original	X
X	Walks, not original, rear and sides	
	Water system front yards & common area	X
X (5)	Water system rear yards on Janway	X (5)
	Yards, front, trees, shrubs & grass	X
X (6)	Yards, rear & sides behind gates	

(1) **Garage door rear** and front doors of homes will be painted on **OUTSIDE ONLY** by the Association. **Garage doors shall be replaced by Owners as needed.**

(2) The Association will replace light bulbs and maintain the lamppost and side glass. The owner will maintain the electric system..

(3) The Association will replace roofs when due to normal wear and tear. Damage by causes for which insurance is available meeting Texas State Statutes is the responsibility of the Owner.

(4) For a stopped sewer call the Chairperson of Maintenance or a Board Member. They will advise if maintenance staff or plumber is to be called. The owner is responsible for cost if he/she calls a plumber. Responsibility for cost will depend on whether the stoppage is inside the house, caused by Owner (Owner responsibility). A stopped sewer is considered urgent and will receive prompt attention.

APPENDIX "D" (CONT'D)

ASSOCIATION/OWNER MAINTNANCE RESPONSIBILITY (CONT'D)

- (5) Water is fed to the homes on Janway from a water line in the rear of the homes. The Association maintains this line.
- (6) Back yards should be accessible to maintenance crew in case of emergency such as flooding or fire. Backyards must be kept so as not to cause a fire hazard or detract from other owners' property.

APPENDIX “E”

TRASH AND GARBAGE COLLECTION

1. Our maintenance personnel will collect trash and garbage, until 9:00 AM, twice weekly on Tuesdays and Fridays.
2. All garbage will be in plastic bags of a weight heavy enough to hold garbage for pickup and shall be properly tied. Trash (**NOT GARBAGE**) may be in boxes, provided the boxes are sealed to keep trash from blowing around.
3. Garbage and recyclables will be placed at the curb or the sidewalk between the hours of 5 a.m. and 9 a.m. on Tuesday and Friday only. **NOT THE NIGHT BEFORE.** If you leave home before pick-up time, please take your items to the Dumpster before you leave. There will be a fine of ten (\$10.00) dollars for any Owner/Tenant leaving trash or garbage out on other than the designated day or time. The Owner or Tenant is the responsible party for the fine.
4. The Dumpster is for the use of Owner/tenants and authorized personnel of the landscape contractor only. If you hire someone to work in your yard or have remodeling done at your residence, they must be responsible for disposing of any trash they create elsewhere, not in Park East Dumpsters.
5. The Dumpster pickup is Monday, Wednesday and Friday. The landscape contractor uses the Dumpster on Thursday, and our regular trash day is Friday. If you are doing your backyard yourself, please use the dumpster Saturday afternoon through Monday for yard trash.
6. If you are ill or unable to handle your trash or garbage, please fill out a work order and arrangements will be made to assist you as needed.
7. Recyclable material will be picked up on the same schedule as the garbage. The Recyclables should be in a Black bag. The Garbage should be in a White bag. We urge all Owners/Tenants to participate in this program. The following items will be recycled:
 - Newspapers
 - Aluminum cans
 - Plastic Bottles etc.
 - Magazines
 - Cardboard (Broken-down flat)
 - Junk Mail (no window envelopes)
8. All items must be bundled separately. If you require assistance to participate in the Recycle program, we have volunteers available to help. Please contact any Director for information.

APPENDIX “F”

PARK EAST PATIO REGULATIONS

(Effective 1990)

1. GENERAL:

These regulations govern the construction of patios or any modifications to existing patios, extending patios, installing patio covers, or enclosing patios whether glassed or screened.

2. PLANS:

Plans must be prepared in accordance with the provisions of Article VI, Section 1 of the Covenants, and Section 9 of the Bylaws. Required drawings must be prepared similar to contractor drawings. Before construction begins, plans must be submitted to the Architectural Committee and approved by the Board. A city permit must be obtained and a copy provided to the board.

3. SLABS:

- a. Patio slabs must not be closer than 5 feet from back rock walls (city easement) and not closer than 5 feet from any common rock wall. This will insure no interference with existing provisions for drainage of the lot and provide sufficient space for Association employee to maintain and repair rock walls.

b.

NOTE: Where slabs were poured before adoption of the 5 foot easement, the owner is responsible for removing said slab or any portion thereof, should the need arise. Such as repair or installation of new or additional utility line underground, repair or replacement of rock walls or installation of new drainage lines to prevent flooding.

- c. Where the dwelling water supply line and/or sewer cleanout is located behind the dwelling, and the concrete slab will cover said lines, the owner must move the line/valve so that they will not be covered. This is to insure the lines and valves will be accessible for service or repair. The sewer cleanout plug and water supply line should never be enclosed. They must be readily accessible in case of an emergency.

4. PATIO COVER (ROOF):

The elements of a roof include roof shingles, roof flashing, roof fascia board, roof rafters, and roof eaves., The structure's inside ceiling rafters extend to the outside of the structures outside wall.

- a. The patio roof must be installed with the minimum slope necessary for allowing drainage of the roof completely and to prevent water from standing on the roof.

APPENDIX “F” (CONT’D)

PARK EAST PATIO REGULATIONS (CONT’D)

- b. The patio roof may be joined to the existing structure roof at any point between the roof fascia board and the outside structure wall beginning where the roof eaves end and the roof rafters begin.
- c. Patio roofs shall not be higher than the lowest part of the house roof outside wall. The eaves of the patio roof shall not extend closer than 3 feet from any rock wall bordering the lot, to prevent drainage from the roof onto adjacent lots.
- d. The Patio cover shall be as close as possible to the color and type of shingle installed on the present structure. The shingles need not be a product of the manufacturer of the present structure’s shingles or be of the same material; a 3-T asphalt composition shingle of a matching color should be used. 3-T shingles are recommended for use in the El Paso area because of high winds.

NOTE: It is permissible to build a patio and patio cover on the end of a house; however, the same rules on height, color, materials, slope, etc. as outlined above shall apply. The highest point of this roof is the same as those added or built on the back of the house.

5. RESPONSIBILITY – PATIO COVERS

For the Association to continue to be responsible for fixing any leaks occurring in the present structure’s roof, the patio roof must be joined to the existing roof fascia board below the roof flashing. The roof flashing must not be disturbed. If joining the patio roof to the eaves disturbs the roof, the Association shall be relieved of responsibility for ANY LEAK that occurs to the existing roof. The Association shall continue to be responsible for replacing the existing structure’s roof when and if it becomes necessary to replace an existing roof.

6. PRE-FABRICATED PATIO ENCLOSURES:

Requests for pre-fabricated patio enclosures will be evaluated on an individual basis, and must meet the same 70% glass or screen requirement as outlined above. However, the outside color of a pre-fabricated enclosure must be compatible with the existing color of the structure to which it is attached.

NOTE: PRE-FABRICATED PATIO ROOFS: When a request is received to install a pre-fabricated patio roof and the cover is constructed from plastic or some type metal, each request for approval will be judged on an individual merit and compatibility with the existing structure.

7. ENCLOSURES:

- a. The Association membership has authorized the enclosure of patios for protection from the elements, thus providing greater enjoyment to residents. However, the area must be used primarily for recreational purposes, as a Patio. Under no circumstances does the authorization of these regulations imply that the enclosed patio may be used to increase living space of the dwelling. Approval of patio enclosures is subject to strict compliance with the provision below.
- b. The back wall of the existing unit, which will be enclosed when the project is completed, must be left intact, including windows and doors, and in the original location. The color of that wall may be changed, but no other changes may be made except upon approval of the Board and the provisions for change as specified herein apply.
- c. Patio enclosures may be glassed in or screened, either metal or plastic only. Screens may also be used in conjunction with glass. If screen is used, it will in no way detract from the appearance of the dwelling. The enclosure must have at least 70% glass or screen in the total wall space of the three walls built to enclose the patio. Multiplying the height of the wall by the length of the wall, measuring from the inside will arrive at this percentage. Taking the highest point and the lowest point and dividing by two averages the height of end walls. The total area then is multiplied by 70% to arrive at the minimum glass or screen area. The enclosure must be supported sufficiently to withstand strong winds.
- d. Patio roofs may be insulated, but the patio cannot be heated or cooled through use of existing dwelling ductwork.

8. INSPECTION:

The project shall be inspected by the Board or its authorized representative after framing has been installed and upon completion of the project. The Owner shall notify the Board when these inspections are due. The Board may also inspect at other times during construction as deemed necessary by the Board.

9. RESPONSIBILITY:

The Owner is responsible for the structural soundness of the project and will comply with Section 9, paragraph 2. thus relieving the Association from such responsibility. The provisions of Article VI, Section 3 of the Covenants and Section 10 of the Bylaws apply to the maintenance of any changes covered herein. In the case of patio enclosures, the Owner remains responsible for painting of the exterior area. However, when the Association paints the exterior of the dwelling, the exterior of the enclosure will also be painted and the Owner

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will be assessed the actual cost of materials and labor associated with painting this addition/patio enclosure.