

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

**CERTIFICATE OF RECORDING POA DOCUMENTS
PURSUANT TO §202.006 TEXAS PROPERTY CODE**

INSTRUMENTS ATTACHED FOR RECORDING OR PREVIOUSLY RECORDED:

1. Articles of Incorporation of Homeowner's Association Pueblo Condominiums, Inc., filed in the Office of the Secretary of State of Texas on February 8, 2007 (3 pages)
2. Declaration Pueblo Condominiums, recorded under Clerk's File No. 20070014590, Real Property Records, El Paso County, Texas (30 pages)
3. Second Amended Declaration Pueblo Condominiums, filed in the Real Property Records of El Paso, under Clerk's File No. 20070058515 (29 pages)
4. Bylaws of Homeowners Association Pueblo Condominiums, Inc. (11 pages)
5. Rules and Regulations of the Pueblo Condominiums (6 pages)
6. Condominium Information Statement for the Pueblo Condominiums (6 pages)

PROPERTY DESCRIPTION: (include platted subdivision name & plat recording data)

Pueblo Condominiums, as described on Exhibit "A" attached hereto.

POPULAR NAME OF DEVELOPMENT: (if different from platted subdivision name)

Pueblo Condominiums

DECLARATION TO WHICH SUBDIVISION IS SUBJECT: (initial recording data)

Declaration Pueblo Condominiums, recorded on June 21, 2007, under Clerk's File No. 20070014590, Real Property Records, El Paso County, Texas.

NAME OF PROPERTY OWNERS ASSOCIATION: (include legal and popular names, if more than one.)

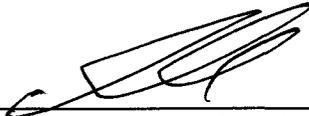
Pueblo Condominiums, also known as Homeowner's Association Pueblo Condominiums, Inc.

CERTIFICATION & EXECUTION

I hereby certify that I have been instructed by the Board of Directors of Homeowner's Association Pueblo Condominiums, Inc., a Texas property owners association, to execute this Certificate to effect the recording of the instruments attached hereto on behalf of the property owners association, for the purpose of complying with the requirements of Property Code Section 202.006.

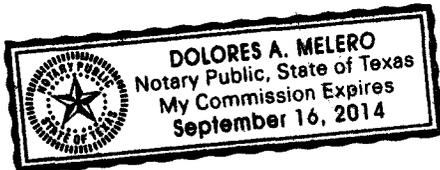
HOMEOWNER'S ASSOCIATION PUEBLO CONDOMINIUMS, INC., a Texas property owners association

By: DANA Properties, Inc., a Delaware Corporation, its managing agent

By: 
Sheldon Wheeler, Association Manager

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 4th day of April, 2012 by Sheldon Wheeler, Association Manager of DANA Properties, Inc., a Delaware Corporation, on behalf of the sole proprietorship in the capacity as managing agent of Homeowner's Association Pueblo Condominiums, Inc., a Texas property owners association, on behalf of the association.




Notary Public, State of Texas

EXHIBIT "A"
TO CERTIFICATE OF RECORDING POA DOCUMENTS
PURSUANT TO §202.006 TEXAS PROPERTY CODE

DESCRIPTION OF SUBDIVISION

Being all of the real property that is subject to the Declaration Pueblo Condominiums, recorded as Clerk's File No. 20070014590, Real Property Records, El Paso County, Texas, and Second Amended Declaration Pueblo Condominiums, filed in the Real Property Records of El Paso, under Clerk's File No. 20070058515, including the property platted as follows:

The plat of the Subdivision is recorded under Clerk's File No. 20070014590, Real Property Records, El Paso County, Texas.



Certificate of Formation

of

**Homeowner's Association
Pueblo Condominiums, A Non-Profit Corporation, Inc.**

FILED
In the Office of the
Secretary of State of Texas

FEB 08 2007

Corporations Section



ARTICLE ONE

The name of the filing entity will be Homeowner's Association Pueblo Condominiums, A Non-Profit Corporation, Inc.

ARTICLE TWO

The filing entity being formed is a non-profit corporation.

ARTICLE THREE

The Corporation is formed exclusively for operating a homeowner's association and to qualify as an exempt organization under section 528 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE FOUR

The street address of the Corporation's initial Registered Office, and the name of its initial Registered Agent at this address, are as follows:

Frank X. Spencer
1130 Montana Avenue
El Paso, Texas 79902

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

ARTICLE FIVE

The Corporation will have members. The initial Board of Directors shall consist of three directors. The names and addresses of the persons who will serve as initial directors are:

Frank X. Spencer
1130 Montana Avenue
El Paso, Texas 79902

Alvin Johnson
1130 Montana Avenue
El Paso, Texas 79902

Greg Foster
4687 North Mesa Street
El Paso, Texas 79912

ARTICLE SIX

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

ARTICLE SEVEN

In the event of dissolution, liquidation, or winding up of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the directors or persons in charge of the liquidation will divide the remaining assets among the Members in accordance with their respective rights.

ARTICLE EIGHT

The undersigned Organizer hereby disclaims any past or future interests in or control of Homeowner's Association Pueblo Condominiums, A Non-Profit Corporation, Inc. and resigns as the Organizer effective upon the formation of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this seventh day of
February, 2007.

Sharon M. Leal

Sharon M. Leal, Organizer
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

BYLAWS OF HOME OWNERS ASSOCIATION PUEBLO CONDOMINIUMS, INC

ARTICLE 1

DEFINITIONS

Project Defined

1.01. *Project* shall mean all of the real property located in the City of El Paso, County of El Paso, State of Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described as follows:

The property consists of a 2.710 acre parcel situated within the corporate limited of the City of El Paso, El Paso County, Texas, as a portion of Lot 17, Block 126, PEBBLE HILLS SUBDIVISION UNIT 15, as recorded in Volume 53, Page 18, Plat Records, El Paso County, Texas, more particularly described by metes and bounds as set forth in Exhibit A, attached hereto and made a part hereof. The street address of the property is 3150 YARBOROUGH, El Paso, Texas 79935.

Declaration Defined

1.02. *Declaration* shall mean the Declaration applicable to the Project and filed in the Office of the County Clerk of El Paso, State of Texas, on February 15, 2007, in the real property records of El Paso County, Texas.

Other Terms Defined

1.03. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

ARTICLE 2

APPLICABILITY OF BYLAWS

Corporation

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Home Owners Association Pueblo Condominiums, Inc., referred to as the Association.

EXHIBIT E

Project Applicability

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01 of these Bylaws.

Personal Application

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Project, or the act of occupancy of any of the Units, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

ARTICLE 3

OFFICES

Principal Office

3.01. The principal office of the Association shall be located in the City of El Paso, County of El Paso, State of Texas.

Registered Office and Registered Agent

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4

QUALIFICATIONS FOR MEMBERSHIP

Membership

4.01. The membership of the Association shall consist of all of the Owners of the Units within the Project.

Proof of Membership

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of an Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

4.03. The sole qualification for membership shall be the ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

Certificates of Membership

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

ARTICLE 5

VOTING RIGHTS

Voting

5.01. Voting rights shall be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

Proxies

5.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Unit or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Quorum

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least twenty-five (25%) percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Governing Instruments. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

Required Vote

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

Cumulative Voting

5.05. Cumulative voting is not permitted.

ARTICLE 6

MEETINGS OF MEMBERS

Annual Meetings

6.01. The first meeting of the Members of the Association shall be held within six (6) months after the closing of the sale of the first Unit within the Project. After the first meeting, the annual meeting of the Members of the Association shall be held on second Tuesday of March of each succeeding calendar year at the hour of 7:00 p.m.. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday or a Saturday or Sunday.

Special Meetings

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least twenty (20%) percent of the total voting power of the Association.

Place

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing.

Notice of Meetings

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Action Without Meeting

6.06. Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

ARTICLE 7

BOARD OF DIRECTORS

Number

7.01. The affairs of this Association shall be managed by a Board of Directors consisting of three (3) persons, all of whom must be Members.

Term

7.02. At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of the Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

Removal

7.03. Directors may be removed from office with or without cause by a majority vote of the Members of the Association.

Vacancies

7.04. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

Compensation

7.05. With the prior approval of a majority of the voting power of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

7.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments of the Project. The Board shall have the right to appoint and delegate operational duties of the Association to an agent who may not be a Member or Director.

ARTICLE 8

NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

ARTICLE 9

MEETINGS OF DIRECTORS

Regular Meetings

9.01. Regular meetings of the Board of Directors shall be held quarterly at a place determined by the Board and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements.

Special Meetings

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by President of the Association or by two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by telegram to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Project not less than three (3) days prior to the date of the meeting.

Quorum

9.03. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.

Voting Requirement

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

Open Meetings

9.05. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the

Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 10

OFFICERS

Enumeration of Officers

10.01. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer who shall at all times be members of the Board of Directors. The Board of Directors may, by resolution, create such other offices, as it deems necessary or desirable.

Term

10.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for not to exceed one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

Multiple Offices

10.04. Any two or more offices may be held by the same person, except the offices of President, Treasurer and Secretary.

Compensation

10.05. Officers shall receive such compensation for services rendered to the Association as determined by the Board of Directors and approved by a majority of the voting power of the Association.

ARTICLE 11

PRESIDENT

Election

11.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

Duties

11.02. The President shall perform the following duties:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.
- (e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

ARTICLE 12

VICE-PRESIDENT

Election

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

Duties

12.02. The Vice-President shall perform the following duties:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE 13

SECRETARY

Election

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02. The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
- (f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

ARTICLE 14

TREASURER

Election

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.

(d) Prepare and distribute the financial statements for the Association required by the Declaration.

ARTICLE 15

BOOKS AND RECORDS

Maintenance

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association .

Inspection

15.02. The Governing Instruments of the Project, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

ARTICLE 16

GENERAL PROVISIONS

Amendment of Bylaws

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Attestation

16.02. Adopted by the Board of Directors on FEBRUARY 9, 2007

Attest:

Signature

By:

EXHIBIT F

RULES AND REGULATIONS

OF THE PUEBLO CONDOMINIUMS

Obstructions

1. The sidewalks, streets within the regime, entrances, exits to public streets, passages, of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Project.

State of Maintenance

2. Each Owner shall keep the Owner's Unit and any balcony, porch or terrace to which the Owner has sole access in a good state of preservation and cleanliness. These areas shall not be used for the storage of goods.

Window Coverings

3. Windows shall not be boarded up without the prior written approval of the Board of Directors or Managing Agent. Internally window treatments may be appropriate with shades, curtains, wood shutters and/or blinds. Window guards may only be used with the written approval of the Board of Directors. No awnings or window guards shall be used in or about any Unit without the prior written approval of the Board of Directors or the Managing Agent. Approval shall not be unreasonably withheld.

Signs and Exterior Attachments

4. No awning or radio or television aerial shall be attached to or hung from the exterior of the Project and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Project without the prior written approval of the Board of Directors or the Managing Agent. Approval shall not be unreasonably withheld. However, an Owner may install a satellite dish in a unit in a location designated by the Association. Any installation and maintenance costs arising therefrom shall be the responsibility of the Owner.

Ventilation and Air Conditioning Systems

5. No ventilator or air conditioning device, other than original equipment, shall be installed in any Unit without the prior written approval of the Board of Directors as to the type, location, and manner of installation of such device. No Owner shall permit any such device to leak condensation or to make any noise that may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other occupant of the building. If any such device shall become rusty or discolored, the Owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Directors for the building. If the Owner shall fail to keep any such device in good order and repair and properly painted, the Board of Directors or the Managing Agent, after giving the Owner notice and a reasonable opportunity to cure the problem, may remove such device, charging the cost of removal to the Owner, and the device

shall not be replaced until it has been put in proper condition and then only with the further written consent of the Board of Directors. Approval of the Board of Directors shall not be unreasonably withheld.

Electric Equipment

6. All radio, television, and other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all the rules, regulations, requirements, and recommendations of the local fire authorities and the insurance underwriters of the Project. The Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in the Owner's Unit.

Lightweight Vehicles

7. No bicycles, scooters, motorcycles, or similar vehicles shall be taken into or from the Project except through the main entrances. No baby carriages or any of the vehicles mentioned above shall be allowed to stand unattended in common areas and/or elements of the Project. Scooters, motorcycles and any other vehicle shall be operated in the project without creating excessive noise or other nuisances.

Noise

8. No Owner shall engage in any vocal activity or use any type of mechanical or electrical equipment, or use any type of musical instrument, either within or outside his/her Unit, that creates noise levels that unreasonably disturb other Owners or prevents other Owners from enjoying use of their Units.

Use of Common Elements by Children

9. Open Common Area accessible from the streets within the project may be designated by the Board of Directors as designated recreational areas subject to rules and regulations

Animals

10. Owners shall have the right to keep not more than two dogs or two cats, or one dog and one cat, or two other common household pets in their Units. However, no more than one bird and no reptiles, unless expressly permitted in writing by the Board of Directors. Allowed pets shall be confined by Unit Owners to their Unit or the Limited Common Elements assigned to their Unit. Unit Owners shall not allow their Pets to unreasonably disturb other Unit Owners or their tenants. Unit Owners may allow their pets to temporarily walk on the Common Elements with a leash. Owners of pets shall be responsible to remove any pet droppings on all general and common elements of the project. At all times Unit Owners with pets shall comply with all laws, rules, regulations and ordinances of the governmental authorities pertaining to pet ownership. The Board shall have the right to promulgate additional Rules and Regulations regarding pets.

Deliveries

11. Supplies, goods, and packages of every kind are to be delivered to the Units only through the general entrance of the Project.

Garbage and Garbage Receptacles

12. No refuse and/or trash from any Unit shall be left open in public view in the Project except at the times and in the manner as the Board of Directors or the Managing Agent may direct. All garbage receptacles shall be placed in an area not visible from the street fronting the Unit. All garbage must be stored in said receptacle for pick up by the City sanitation department. On pick up date the garbage receptacles may be temporarily placed in the front of each unit and removed to its storage area at sundown of the date of pick up.

Water Outlets

13. Water apparatus in the Project shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags, or any other articles shall be thrown into any water closets, storages or other water apparatus. Any damage resulting from misuse of any water closet, storage area or other apparatus in a Unit shall be repaired and paid for by the Owner of the Unit.

Use of Condominium Employees

14. No occupant of the Project shall send any employee of the Board of Directors or of the managing agent out of the Project on any private business.

Pest Inspection

15. On giving twenty-four (24) hours' notice to the Owner, the agents of the Board of Directors or the Managing Agent and any contractor or worker authorized by the Board of Directors or the Managing Agent may enter any room or Unit in the Project at any reasonable hour of the day for the purpose of inspecting the Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or other pests. The costs incurred shall be the Owner's responsibility.

Cooking on Porches and Private Patios

16 Subject to the Board of Directors regulations, outdoor cooking shall be permitted on any porch and private patio allocated to a Unit so long as such cooking does not unreasonably interfere with other Owners' enjoyment of their Units due to smoke or noise, however, no cooking shall be permitted on the second (2nd) floor level of any unit in the Project.

Parking & Vehicles

17. (a) All motor vehicles owned, leased or being used by Owners of Units, or their tenants, must be parked only in the parking spaces allocated in the Declaration as Limited Common Elements to a particular Unit. Visitor's spaces are available for use only by persons who are not Owners of Units including, but not necessarily limited to, guest of Owners of Units. No Owner has the right to park or store any type of vehicle on any part of the Common Area other than Limited Common Area parking spaces allocated to his/her Unit. No vehicle belonging to an Owner, a member of an Owner's family, or a guest, tenant, or employee of an Owner shall be parked in a manner as to impede or prevent ready access to any entrance to or exit from the Project by another vehicle.

(b) Vehicles shall not be maintained or serviced outside in the front of the garage. However, owners may do whatever maintenance they wish within the enclosed garage area and if said maintenance is being conducted in said garage area, the garage door shall be closed each night at night fall and not reopened until the following morning. No vehicles shall be placed on blocks, or the tires removed and the vehicle is set to rest outside the garage for a period for more than 24 hours and thereafter the Association Board shall have the right to remove said vehicle at a cost to owner.

(c) No Owner shall park or permit to be parked in any parking space, including a space allocated to such Owner's Unit, any boat, any recreational vehicle or any truck longer than twenty (20) feet for more than forty-eight (48) consecutive hours

Storage Space

18. The Board of Directors or the Managing Agent may from time to time curtail or relocate any space devoted to storage or service purposes of the Project.

Complaints

19. Complaints regarding the service of the Project shall be made in writing to the Board of Directors or to the Managing Agent.

Amendments

20. Any consent or approval given under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

Use of Roof

21. Owners, their families, guests, servants, employees, agents, visitors, and licensees shall not at any time or for any reason whatsoever enter on or attempt to enter on the roof of the Project.

Decorating Terraces or Balconies

22. No terrace or balcony shall be enclosed, decorated, landscaped, or covered by any awning or other device without the consent in writing of the Board of Directors or the Managing Agent.

Flammables

23. No Owner or any of the Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Owner's Unit any flammable, combustible, or explosive fluid, material, chemical, or other substance, except for normal household use.

Signs

24. No sign, notice, advertisement, or illuminations shall be inscribed on or placed in any window of a Unit. For sale and for rent signs may be posted on a Unit Owners property subject to reasonable regulations adopted by the Owners' Association.

Satellite Dishes

25. An Owner may install one satellite dish in the location designated by the Association. No satellite dishes shall be located or installed on the porch, front patio, roof top or in the rear of a unit that would affect a neighbor without written consent of the Association. The Association shall designate the location of the satellite dish upon written request of the Owner. Size limit to no more than 24" diameter. The costs of installation shall be borne by the Owner. An Owner shall be liable to the Association for any damage to the roof of his/her Unit arising from the installation or maintenance of a satellite dish.

Antennas

26. No radio or television antennas, or similar types of equipment, shall be located or installed on a unit.

Traffic Regulations within the Property

27. All Owners and their tenants shall observe and obey all traffic signs installed within the Property by the Association including, but not necessarily limited to, speed limit signs and no parking signs.

Owners' Association

28. The regulations herein stated are subject to additions and amendment by the Owners Association Board of Directors, and any consent or approval given or required under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

The aforementioned adopted by resolution of the Board of Directors on the 29th day
of July, 2007.

PUEBLO CONDOMINIUMS OWNERS ASSOCIATION

By: _____

~~Frank X. Spencer~~

Secretary of the Association

HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT

**CONDOMINIUM INFORMATION STATEMENT
FOR THE
PUEBLO CONDOMINIUMS
EL PASO TEXAS**

Pursuant to Texas Property Code Sections 82.151 through 82.156, which require that purchasers of a unit in a condominium project be given certain information before executing a contract to purchase a such a unit, EPT PUEBLO CONDOMINIUMS, L.P., provides the following information package regarding the PUBLO CONDOMINIUMS (the "Project").

Name and Address of Declarant

1. The units in the Project are being offered by El Pueblo Condominiums, L.P., ("Declarant"), whose principal address is 1130 Montana Avenue, El Paso, Texas 79902.

General Description of Project

2. The Project consists of a forty (40) unit residential townhouse condominium development on 2.710 acres one unit is reserved as a sales and business office for the Declarant until the Declarant shall sell all thirty-nine (39) residential units or when Declarant shall determine to dedicate the sales office to a residential unit, which ever event shall first occur.

Legal Description of Property

3. The property consists of a 2.710 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Lot 17, Block 126, PEBBLE HILLS SUBDIVISION UNIT 15, as recorded in Volume 53, Page 18, Plat Records, El Paso County, Texas, more particularly described by metes and bounds as set forth in Exhibit A, attached hereto and made a part hereof. The street address of the property is 3150 Yarbrough, El Paso, Texas 79935.

Physical Description of Property

4. This property is being developed by the Declarant as a new condominium regime. The improvements to be located on the property shall consists of:
- a. Buildings A - E containing forty (40) residential dwelling units the ("Units").
 - b. There are twelve (12) two (2) bedroom residential units, and twenty-eight (28) three (3) bedroom dwelling units. Both the two (2) bedroom units and the three (3) units are two story buildings. As shown on the site plan, Exhibit B attached hereto.

- c. Both the two (2) bedroom units and the three (3) bedroom units have one car garages, an asphalt driveway, and a concrete roof by the entry to the garage and a front porch.
- d. Within the regime there are additional designated parking spaces adjacent to building D and on both sides of building B, C and D. These parking areas are common elements along the streets and sidewalks as designated on the site plan.
- e. Landscaping is shown and described on the plat plan. Said landscaping is part of the common elements of the condominium regime and is part of the common element maintenance.
- f. The common elements also consist of the driveways as shown on the site plan and the ingress and egress points along Yarbrough Drive. The aprons to Yarbrough Drive are concrete and driveways within the condominium regime are black asphalt.
- g. There are utility easements underneath the common areas under the street right of way for the condominium project. Each unit will have its own hookups with utilities that will serve the unit.
- h. The sidewalks consist of five (5) foot wide concrete sidewalks which are expressly shown on the site plan Exhibit B.
- i. Water and sewer shall be provided by the Water Utilities/Public Service Board and separately metered to each Unit.
- j. Electric service shall be provided to each unit by the El Paso Electric Company and separately metered to each Unit.
- k. Gas Service is provided Texas Gas Service Company and separately metered to each Unit.
- l. All Units when completed shall be Cable ready. Usage of the Cable shall be for the Unit Owner's discretion and cost.
- m. A rock wall shall surround the property on four (4) sides. The existing southwest rock wall varies in height. However, the remaining walls will be six feet high from the ground and the width shall be twelve inches.

Description of Residential Units by Floor Plan

5.1 Two bedroom units are constructed on two levels. First level consists of an entryway, living/dining room area, kitchen area consisting of a double sink, dishwasher, range and oven and space for a refrigerator. Each unit is heated with a gas furnace and air conditioning refrigeration unit. There is a bathroom/powder room on the first level near the stairwell going to the second level. The second level consists of a loft with two bedrooms, walk-in closets, a laundry room and bathroom with bath, shower, toilet and vanity.

5.2 Three bedroom units are constructed on two levels. First level consists of an entry way, one car garage, living/dinning room area, a master bedroom with master bath and closets, a kitchen with range and stove, double sink, dishwasher and space for a refrigerator. Together with a gas water heater and a gas fired furnace and a covered patio. The entry way is adjacent to the stairwell and adjacent to the stairwell on the other

side is a bath/powder room. The second level consists of a loft with two bedrooms, closets, a laundry room and a bathroom with bath, shower, toilet and vanity.

5.3 All units will be equipped with HVAC system which will be located on the ground level.

5.4 Each unit shall have concrete tile roofs over the front porch area with a five inch (5") per foot slope. The back patio shall consist of asphalt shingle with a four inch (4") slope. The roof over the living area shall be a built up roof with one layer of thirty pound felt, two layers of hot mop with fiber glass felt coated with a fibered aluminum coating.

5.5 Each unit as described above shall have a one car enclosed garage and the area from the street to the garage door may be used for the parking by the owner of another car.

Encumbrances Affecting Title

6. After conveyance by the Declarant of the units in the Project to purchasers, the following encumbrances (including liens and leases) will affect title to the Project: previously recorded easements and reservations recorded in the Real Property records of El Paso County, Texas.

Pending Suits and Unsatisfied Judgments

7. (a) There are no pending lawsuits to which the Unit Owners Association for the Project (the "Association") is a party.

(b) There are no pending lawsuits, about which Declarant has actual knowledge, that are material to the land title and construction of the condominium Project.

(c) There are no unsatisfied judgments against the Association.

Insurance

8. (a) Coverage: The Association carries insurance for the benefit of the unit owners as follows: Property insurance on the units and insurable common elements insuring against all risks of direct physical loss that are commonly insured against, including fire and extended coverage, in a total amount of, one hundred (100%) percent of the replacement cost or actual cash value of the insured property; and (b) commercial general liability insurance, including medical payments insurance, in an amount of \$2,000,000.00, covering all occurrences commonly insured against for death, bodily injury, and property damage of \$500,000.00 arising out of or in connection with the use, ownership, or maintenance of the common areas.

(b) Not Covered:

(1) Flood insurance is not provided to Unit Owners. The Association urges its Unit Owners to purchase Flood Insurance if they so desire. Copies of the fire and extended coverage insurance provided by the Association may be obtained from the Association Manager. Each Unit Owner is advised to review the coverage provided. Additional coverage shall be for each Unit Owner's cost.

(2) Personal Property owned by a Unit Owner located within a Unit Owner's residence is not covered by the insurance provided by the Association. Each Unit Owner is urged to purchase an insurance policy covering personal property as each Owner shall determine.

Expected Fees and Charges

9. The expected fees or charges to be paid by unit owners for use of the common elements and condominium facilities are \$900.00 per year payable monthly in advance. The monthly amount is \$75.00. These fees will cover insurance for fire and extended coverage on the structure of the individual units, liability insurance and property damage as set for in the declaration, repair and maintenance of roofs, common areas and common elements, exterior painting of the outside of the units, streets and sidewalks, management fees and any other matter(s) requiring attention for the well being of the Project, as set forth in the Declaration and the Rules and Regulations of the Owners' Association, as the Board shall determine.

Attached Documents

10. The following documents are provided together with this Statement:

(a) A copy of the Project's Declaration, including all amendments, is attached to this Statement as Exhibit C.

(b) A copy of the Association's Articles of Incorporation, including all amendments, is attached to this Statement as Exhibit D.

(c) A copy of the Association's Bylaws, including all amendments, is attached to this Statement as Exhibit E.

(d) A copy of the Association's adopted Rules and Regulations, as amended, is attached to this Statement as Exhibit F.

(e) A copy of each warranty provided by the Declarant is attached to this Statement as Exhibit G.

(f) A copy of the Association's budget for the Association for its first fiscal year after the first conveyance of a unit to a purchaser is attached to this Statement as Exhibit H.

(g) A copy of the Condominium and Homeowner's Association Management Agreement is attached to this Statement as Exhibit I.

(h) A copy of an earnest money purchase contract is attached to this Statement as Exhibit J.

(j) Declaration is attached to this Statement as Exhibit "C". This Information Sheet must be executed by the purchaser at the closing of the sale of any unit in this Project.

Present Condition of Building

10. Each Unit is being sold as newly constructed residential dwelling and shall have a separate occupancy permit issued by the inspection department of the City of El Paso, Texas.

Expected Useful Life

11. No representations are made by the Declarant about the expected useful life of any structural, mechanical, or electrical component of the building.

Building Code Violations

12. The Declarant has received no notice of any building code or other violations in the building that have not been cured.

This Condominium Information Statement is given on the 21st day of June, 2007.

EPT PUEBLO CONDOMINIUMS, L.P.
A Texas Limited Partnership
By its General Partner
EPT PUEBLO MANAGEMENT, LLC,
A Texas Limited Liability Company

By: 
Its: Manager

**HORIZONTAL/VERTICAL
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The undersigned does hereby acknowledge that he/she has received a copy of the
Condominium Information Statement for the Pueblo Condominiums on the ____ day of
_____, 2007.

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

30 RC

Doc# 20120025102
#Pages 29 #NFPages 1
4/5/2012 9:04:53 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$128.00

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

THIS INSTRUMENT IS
NOT RECORDED