

**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 Copperfield Townhomes Homeowner's Association, filed in the Office of the Secretary of State of Texas on July 10, 1987 (6 pages)
2. Declaration of Covenants, Conditions & Restrictions for Copperfield Townhomes, recorded on July 1, 1986, as Volume 1610, Page 419, Plat Records, El Paso County, Texas.
3. First Amended and Restated Declaration of Covenants, Conditions and Restrictions Declaration of Copperfield Townhome Homeowner's Association, filed in the Real Property Records of El Paso County, Texas, in Volume 1703, Page 1130 (30 pages)
4. Bylaws of Copperfield Townhomes Homeowner's Association (16 pages)

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

Copperfield Townhomes (Correction Plat), as described on Exhibit "A" attached hereto.

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

Copperfield Townhomes (Correction Plat)

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

Declaration of Covenants, Conditions & Restrictions for Copperfield Townhomes, recorded on July 1, 1986, as Volume 1610, Page 419, Plat Records, El Paso County, Texas. The First Amended and Restated Declaration is recorded in Volume 1703, Page 1130, Plat Records, El Paso County, Texas.

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

Copperfield Townhomes (Correction Plat), also known as Copperfield Townhomes Homeowner's Association.

**CERTIFICATION & EXECUTION**

I hereby certify that I have been instructed by the Board of Directors of Copperfield Townhomes Homeowner's Association, 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.

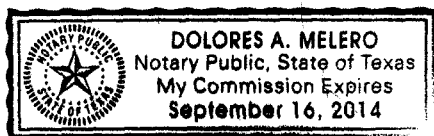
COPPERFIELD TOWNHOMES  
HOMEOWNER'S ASSOCIATION, a Texas  
property owners association

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 24th 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 Copperfield Townhomes Homeowner's Association, a Texas property owners association, on behalf of the association.



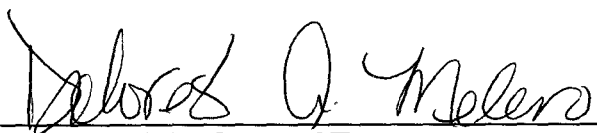
  
Notary Public, State of Texas

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 of Covenants, Conditions, and Restrictions of Copperfield Townhomes, recorded as Volume 1610, Page 419, Plat Records, El Paso County, Texas. The First Amended and Restated Declaration is recorded in Volume 1703, Page 1130, Plat Records, El Paso County, Texas, including the property platted as follows:

The plat of the Subdivision is recorded in Volume 60, Page 72, Plat Records, El Paso County, Texas.

00063601663  
FILED  
In the Office of the  
Secretary of State of Texas

FEB 17 1987

**ARTICLES OF INCORPORATION**

**OF**

**Clerk I-C  
Corporations Section**

**COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION  
A Non-profit Corporation**

In compliance with the requirements of the Texas Non-profit Corporation Act, we the undersigned natural persons, at least two (2) of whom are citizens of the State of Texas and who are of the age of eighteen (18) years or more, hereby adopt the following Articles of Incorporation for the Association:

**ARTICLE I.**

The name of the Association is **COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION.**

**ARTICLE II.**

The Corporation is a non-profit corporation.

**ARTICLE III.**

The period of its duration is perpetual.

**ARTICLE IV.**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the governing and administrative body for all property owners for the protection, preservation, upkeep, maintenance, repair, restoration, operation and replacement of the common properties and common facilities with-

**POOR QUALITY ORIGINAL  
BEST AVAILABLE IMAGE**

in that certain tract of property described on Exhibit "A" attached hereto, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in Book 1610, Page 419, of the Film Records of El Paso County, Texas and the Amended and Restated Declaration of Covenants and Restrictions hereinafter called the "Amended Declaration", and as the same may be amended from time to time as therein provided, said Declaration and Amended Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and the Amended Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of

real or personal property in connection with the affairs of the Association;

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

#### ARTICLE V.

##### MEMBERSHIP

Each owner of a lot, shall by virtue of such ownership automatically be a member of the Association and shall remain a member thereof until his total ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each lot, and upon any transfer of ownership howsoever caused or brought about, the new owner shall automatically be and become a member of the Association.

#### ARTICLE VI.

##### VOTING RIGHTS

The Association shall have the following class or classes of voting membership with the following rights:

Class A: Each Owner of a Lot shall be the Class A Members, and by virtue of such membership, the Owner of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate in writing to the Board one of their number to cast their one vote with respect to such Lot.

Class B: Declarant (as defined in the Declaration) shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) votes for each Lot owned by it; provided that the Class B Membership shall terminate at the time when the total votes outstanding in the Class A Membership shall equal or exceed the total votes outstanding in the Class B Membership; further, that Declarant shall have the right and option to terminate the Class B Membership at any time by notifying the Association in writing of its election to so terminate its Class B Membership. From and after the happening of whichever of these events occurs earlier, Declarant shall be deemed to be a Class A Member entitled to one vote for each Lot it owns.

# ARTICLE VII.

## BOARD OF TRUSTEES

The affairs of this Association shall be managed by a Board of three (3) Trustees who are members of the Association, spouses of members, or in the event that a lot is owned by a corporation or other business entity, an officer or director of such entity who resides in the townhouse, if any, located upon the lot owned by such entity. The number of trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to serve as trustees until the first annual meeting of members, or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Martin D. Balk	140 Shadow Mountain Drive El Paso, Texas 79912
Josephine Balk	140 Shadow Mountain Drive El Paso, Texas 79912

Merton B. Goldman

P. O. Drawer 1977  
El Paso, Texas 79950-1977

**ARTICLE VIII.**

**INITIAL REGISTERED AGENT AND OFFICE**

The street address of the initial registered office of the Association is 140 Shadow Mountain Drive, El Paso, Texas 79912, and the name of its initial registered agent at that address is Martin D. Balk.

**ARTICLE IX.**

**INCORPORATORS**

The names and street addresses of each of the Incorporators are:

Martin D. Balk	140 Shadow Mountain Drive El Paso, Texas 79912
Josephine Balk	140 Shadow Mountain Drive El Paso, Texas 79912
Merton B. Goldman	P. O. Drawer 1977 El Paso, Texas 79950-1977

**ARTICLE X.**

**BYLAWS**

The initial Bylaws shall be adopted by the Board of Trustees.

**ARTICLE XI.**

**AMENDMENTS**

Amendment of these Articles shall require the assent of at least two-thirds of the entire membership.



IN WITNESS WHEREOF, we have hereunto set our hands on  
this the 12th day of February, 1987.

Martin D. Balk  
Martin D. Balk, Incorporator

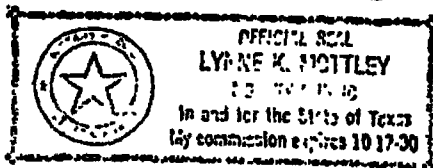
Josephine Balk  
Josephine Balk, Incorporator

Merton B. Goldman  
Merton B. Goldman, Incorporator

THE STATE OF TEXAS )

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me by  
Martin D. Balk, Josephine Balk, and Merton B. Goldman on this  
the 12th day of February, 1987, in El Paso County, Texas.



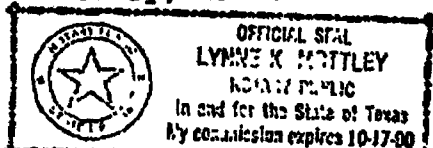
Lynne K. Mottley  
Notary Public, State of Texas  
County of El Paso

11901

STATE OF TEXAS S  
COUNTY OF EL PASO S

Before me, a notary public, on this day personally appeared  
Martin D. Balk, Josephine Balk and Merton B. Goldman, known to me  
to be the persons whose names are subscribed to the foregoing  
document and, being by me first duly sworn, declared that the  
statements therein contained are true and correct.

Given under my hand and seal of office this 12th day of  
February, 1987.



My Commission Expires  
October 17, 1990

Lynne K. Mottley  
Lynne K. Mottley, Notary Public in  
and for the State of Texas

BYLAWS  
OF  
COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of the corporation shall be COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION, a non-profit corporation formed under the Texas Non-Profit Corporation Act, and it is sometimes referred to in these Bylaws as the "Association". The principal office of the Association shall be located at 140 Shadow Mountain Drive, El Paso, Texas, but meetings of members may be held at such other place within the State of Texas as may be designated by the Board of Trustees from time to time. This Association is referred to in the Declaration of Covenants and Restrictions of COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION (the "Declaration"), recorded in Book 1610, Page 419, of the Film Records of Real Property of El Paso County, Texas and the First Amended and Restated Declaration of Covenants and Restrictions (the "Amended Declaration"), recorded in the Official Public Records of El Paso County, Texas. This Corporation is and shall have all powers of the "Association" as authorized by the Declaration.

ARTICLE II  
DEFINITIONS

The definitions contained in the Declaration and the Amended Declaration are adopted for these Bylaws, and all defined terms and words used herein, unless otherwise indicated, shall be used in the same manner as such terms or words are used in the Declaration.

ARTICLE III  
MEMBERSHIP

(1) Composition. Each Owner of a Lot, including Developer, shall by virtue of such ownership automatically be a member of the Association and shall remain a member thereof until such time as his total ownership ceases for any reason, at which time his membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot, and upon any transfer of ownership, howsoever caused or brought about, the new Owner shall automatically be and become a member of the Association. Certificates evidencing membership may be issued. It shall be the obligation of each Owner to furnish satisfactory evidence to the Board of Trustees of the ownership

**HORIZONTAL/VERTICAL  
LINE THROUGH  
DOCUMENT**

of his Lot at the time his ownership is acquired. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot to which it appertains (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of a mortgage, deed in lieu of foreclosure, or other legal process transferring fee simple title to such Lot (and then only to the person or entity to whom such fee title is transferred). Any attempt to make a prohibited transfer of a membership is void and will not be recognized by or reflected upon the books and records of the Association. In the event any Owner fails or refuses to transfer the membership registered in his name to the purchaser or other successor of his Lot, the Association shall have the right to record a transfer upon the books of the Association and issue a new membership to the purchaser, or other successor, and thereupon the old membership outstanding in the name of such Owner shall be null and void as though the same had been surrendered.

(2) Classes of Membership; Voting Rights of Classes.  
The Association shall have two classes of voting membership:

a) Class A: Each Owner of a Lot shall be the Class A Members, and by virtue of such membership, the Owner of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate in writing to the Board one of their number to cast their one vote with respect to such Lot.

b) Class B: Declarant shall be the sole Class B Member, and by virtue of such membership, shall be entitled to three (3) votes for each Lot owned by it; provided that the Class B Membership shall terminate at the time when the total votes outstanding in the Class A Membership shall equal or exceed the total votes outstanding in the Class B Membership; further, that Declarant shall have the right and option to terminate the Class B Membership at any time by notifying the Association in writing of its election to so terminate its Class B Membership. From and after the happening of whichever of these events occurs earlier, Declarant shall be deemed to be a Class A Member entitled to one vote for each Lot it owns.

(3) Annual Meetings.

a) The first meeting of the Members of the Association shall be held when called by the Declarant

upon ten (10) days' written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least seventy-five percent (75%) of all of the Lots have been sold by the Declarant, a deed therefor recorded and the purchase price paid.

b) Thereafter, an annual meeting of the Members of the Association shall be held at such other place as may be designated by the Board in El Paso, Texas at 8:00 P.M. on the third Tuesday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the members of the Association may be held at such other reasonable time [not more than fifty (50) days prior to or subsequent to the aforesaid date] as may be designated by written notice of the Board delivered to the Members not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting.

4. Order of Business and Annual Meeting. At the annual meeting of the members, the following shall be the order of business:

(a) Reading of the minutes of the last Annual Meeting of the members;

(b) President's report;

(c) Secretary's report;

(d) Treasurer's report and accounting of the Maintenance Fund;

(e) Election of Trustees to replace Trustees whose terms have expired in accordance with the terms of the Declaration for the Association for the ensuing year;

(f) Other business that may be properly brought before the meeting.

5. Special Meetings. Special Meetings of the members may be called by any Trustee at any time or may be called upon petition to the President by members having thirty-three and one-third percent ( $33 \frac{1}{3}\%$ ) of the votes in the Association. Notices of Special Meetings shall be in writing and shall be delivered not less than three nor more than 21 days before the

date of such meeting, and shall state the date, time, place and general purpose of the meeting. No business shall be transacted at any Special Meeting which is not generally stated in the notice, unless Owners representing at least 51% of the votes in the Association, either in person or by proxy, consent to the transaction of such business. All Special Meetings shall be held at a convenient location in El Paso, Texas, to be determined by the person or persons calling the meeting.

For the purpose of determining the Members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

6. Proxy. At any meeting of members, a member entitled to vote thereat may vote by proxy, executed in writing by the Member or his duly authorized representative and filed with the Secretary at such meeting. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy.

In the event that an Owner has granted an irrevocable proxy or otherwise pledged or alienated the voting right of his Lot regarding special matters to a Mortgagee as additional security, only the vote of such Mortgagee will be recognized in regard to such special matters if a copy of such proxy or other instrument pledging or alienating such vote has been filed with the Board of Trustees. If more than one such instrument has been filed, the Board of Trustees shall recognize the rights of the first Mortgagee to so file, regardless of the priority of the mortgages themselves.

7. Notice of Meetings. If notice of an Annual or Special Meeting is mailed, the notice of meeting shall be deemed to have been delivered three days after deposit in the United States Mail, postage prepaid, addressed to the member at his address last appearing on the books or records of the Association, or supplied by such member to the Association for the purpose of notices. All members attending any meeting shall be deemed to have received proper notice of such meeting.

8. Quorum. The presence in person or by proxy of members holding 51% of the total votes in the Association shall constitute a quorum at such meeting. If a quorum is present at any meeting of members, unless otherwise expressly provided for by statute, the Articles of Incorporation, the Declaration, the Amended Declaration or these Bylaws, all questions voted upon shall be decided by a simple majority of the valid votes cast, including adjournment of the meeting from time to time without further notice. If a quorum is not present, the members entitled to vote thereat shall have the power to adjourn the

meeting from time to time without notice other than announcement at the meeting, until a quorum aforesaid shall be present or represented.

9. Waiver of Notice. Written waiver of notice of any meeting signed by the member or members entitled to such notice, whether before or after the time of the meeting stated therein, shall be equivalent to the giving of such notice.

10. Action Without Meeting. Any action required to be taken or any action which may be taken at any meeting of the members, may be taken without a meeting if a written consent, setting forth the action so taken shall be signed by all of the members entitled to vote upon the subject matter thereof and recorded in the records of the Association, whereupon the same shall have the same effect as a unanimous vote taken at a meeting of the members.

11. Sundays and Holidays. If any day fixed in these Bylaws for a meeting of the members shall fall on a Sunday or a legal holiday then such meeting of the members shall be held at the same time and place on the next day thereafter ensuing which is not a Sunday or a legal holiday. No meeting of members shall be called for a day which is a Sunday or a legal holiday.

12. Legal Entities. Members of the Association which are legal entities other than natural persons may be directly represented or other representatives as they may designate without execution of a proxy.

13. Voting List. The Secretary of the Association shall keep at all times a current and complete list of the members of the Association. Such list shall be arranged in alphabetical order, with the address of and the Percentage Ownership Interest of each such member. Such list shall be kept on file at the office of the Association and shall be subject to inspection by any member at any time during the usual business hours. Such list shall also be present and kept open at the time and place of all meetings of members; shall be available for inspection of any member during the time of such meeting; and shall be prima facie evidence as to the identity of members.

#### ARTICLE IV BOARD OF TRUSTEES

1. Number, Election and Term. The Board of Trustees shall consist of three (3) persons who are members of the Association, spouses of members, or in the event that a Lot is owned by a corporation or other business entity, an officer or

trustee of such entity who resides in the townhouse, if any, located upon the Lot owned by such entity. During the first year after the date hereof, all members of the Board of Trustees shall be elected by the Declarant. Thereafter, they shall be elected by the members at the Annual Meetings of the Members, except as otherwise provided in these Bylaws. The candidates receiving the highest number of votes up to the number of members of the Board of Trustees to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Trustees.

The Members of the Board shall serve for a term of two (2) years commencing at the time of their election until their successor is elected, their death, resignation, removal or until they are no longer Members of the Association, whichever is earlier.

2. Resignations. Any Trustee may resign his office at any time by giving written notice of his resignation to the President of the Association, and any such resignation shall be effective on the effective date stated in such notice.

3. Vacancies. Any vacancy occurring in the Board, including the initial Board, shall be filled for the unexpired term by the vote of two-thirds of the votes represented at a meeting of the Members of the Association called to consider such action. Such vacancy shall be filled at a Special Meeting of the Association following the occurrence of such vacancy.

4. Quorum. At all meetings of Trustees the presence of a majority of the Trustees shall constitute a quorum, and unless otherwise provided for or required by statute or these Bylaws, all questions at any meeting at which a quorum is present shall be determined by the affirmative vote of a majority of the Trustees present. If less than a quorum is present, said meeting shall be adjourned without further notice.

5. Annual Meetings. An Annual Meeting of the Board shall be held without notice, other than the notice hereby given, immediately after and at the same place as the Annual Meeting of the Members. Regular meetings of the Board shall be held at such times and places as the Board shall determine.

6. Special Meetings. Special meetings of the Board may be called by or at the request of the President or by or at the request of one (1) Trustee then in office. The person or persons authorized to call such Special Meeting of the Board may fix the date, time and place for such meetings. Written notice of Special Meetings shall be given at least three days prior to the date of meeting by personal delivery or by mail or telegram

addressed to the address of each Trustee as last shown by the records of the Association. If mailed, such notice shall be deemed delivered three days after deposit in the United States Mail, postage prepaid. Each notice shall briefly set out the purpose of the meeting, and the time, date and place of the meeting.

7. Waiver of Notice. Before or at or after any meeting of the Board, any Trustee may verbally or in writing waive notice of the time, date, place and purpose of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall be deemed as a waiver of the required notice of such meeting. If all Trustees are present at any meeting of the Board, no notice thereof shall be required and any business may be transacted at such meeting.

8. Compensation. Trustees as such shall not receive or be entitled to any pay or compensation for their services as Trustees, but nothing herein shall be construed to preclude or prevent any Trustee from serving the Association in any other capacity, and receiving compensation therefor.

9. Written Consent. Any action required by law or in these Bylaws to be taken at a meeting of the Board, or any action which may or could be taken at any Annual or Special Meeting of the Trustees, may be taken without a meeting if a consent in writing, setting forth the actions so taken shall be signed by all of the Trustees and recorded in the records of the Board, whereupon the same shall have the same effect as a unanimous vote taken at a meeting of the Trustees.

10. Removal. Any Trustee may be removed from his position as Trustee, either with or without cause, by the vote of two-thirds of the votes represented at a meeting of the members of the Association called to consider such action.

#### ARTICLE V

#### AUTHORITY, POWERS AND DUTIES OF THE BOARD OF TRUSTEES

The Board of Trustees shall manage and administer the affairs of the Association and shall have all such duties, rights, powers and authority given to it by all applicable laws and statutes of the State of Texas, the Declaration, the Amended Declaration or these Bylaws and as may from time to time be delegated to it by the Association in addition to the following:

(a) To elect officers of the Association.

(b) To manage and administer the affairs of the Association and the Common Maintenance Area.



(c) To keep or cause to be kept sufficient books of accounts reflecting all of the Association's income and disbursements in accordance with generally accepted accounting principles. Any members shall have the right to inspect such books as well as current copies of the Declaration, the Amended Declaration, Bylaws and other rules concerning the Association, at the office of the Association at any reasonable times. Upon written request by members holding at least one-third of the votes then entitled to be cast by members of the Association, the Board shall cause an audit of the Association's books and records to be prepared.

(d) To maintain and otherwise manage all of the Common Maintenance Area and all facilities thereon, including, but not limited to, underground utilities, storm drains and outlet drainage structures, improvements, perimeter walls and all property acquired by the Association.

(e) To formulate and enforce reasonable policies, rules and regulations from time to time to govern the use, management and operation of the Common Maintenance Area.

(f) To have the power and duty to enforce the provisions of the Declaration, the Amended Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association, by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of attorneys and the commencement of legal actions.

(g) At least 60 days prior to the commencement of each fiscal year, the Board shall prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year, taking into account the general condition of the Project with due consideration to the current maintenance and management costs and the future needs of the Association and complying with Section 3.08 of the Declaration.

(h) To establish and maintain a working capital, reserve and contingency fund.

(i) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers, accountants and attorneys, and to engage or contract for the services of other personnel and professionals as the Board may deem necessary, and in general to make purchases of labor, materials and/or services for the repair, upkeep, maintenance, replacement, protection, insurance, management or administration of the Common Maintenance Area.

(j) To maintain and repair the exterior of each Townhouse in accordance with Article IX of the Declaration. Any such management agreement or any other contract for services or materials shall not exceed a term of one year, which may be renewed by agreement of the parties for successive one-year periods, and shall provide for termination by either party with or without cause without a termination fee upon 30 days' written notice.

(k) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Declaration or these Bylaws directed to be done or exercised directly by the members of the Association, which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the Project established by the Declaration to which these Bylaws pertain.

#### ARTICLE VI OFFICERS

1. Enumeration of Offices. The principal offices of the Association shall be a President and one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as the Board may from time to time appoint. The President shall at all times be a member of the Board of Trustees.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each Annual Meeting of the members.

3. Term. The officers of the Association shall be elected or appointed annually by the Trustees and each officer shall hold office for one year and until his successor has been elected or appointed, unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

4. Special Appointments. The Board may elect to appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5. Removal and Resignation. Any officer may be removed from office without cause at any time by majority vote of the Board. In addition to the method of removal of officers provided for in the Declaration and herein, any officer may be removed from his position as officer, with or without cause, by the vote of two-thirds of the votes represented at a meeting of the members of the Association called to consider such action. Any officer may resign at any time by giving written notice of resignation to the President or Secretary of the Association, and any such resignations shall be effective on the date specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. Vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

8. No Compensation. The officers shall serve without any pay or compensation for services as such, except that if the management agent or manager holds any office he may be paid for his services as management agent or manager, including performance of the duties of his office. Nothing herein, however, shall be construed to preclude or prevent any officer from serving the Association in any other capacity and receiving compensation therefor.

9. Duties of Officers. The duties of the officers are as follows:

(a) President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and all meetings of the Board. He shall sign, with the Secretary or an Assistant Secretary, certificates of membership, any deeds, mortgages, bonds, contracts, or other instruments which the Board has

authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President shall not have the authority to bind the Association to any employment agreement in behalf of the Association unless such employment agreement be expressly approved and authorized in advance by Resolution of the Board. In the event that any such employment agreement provides for the Association employing any person who at the time of such employment or at any time during the period of such employment is an officer of the Association, then no provisions of such contract purporting to amplify the authority of such officer beyond the authority set forth in these Bylaws shall be valid or effective unless these Bylaws are amended in a manner consistent with such employment agreement, and the mere signing of such employment agreement in behalf of the Association and its approval at a meeting of the Board (and/or members) shall not constitute an amendment of these Bylaws. In the event that any such employment agreement (whether or not these Bylaws be amended incident thereto) limits or qualifies the authority of any such officer in a manner inconsistent with these Bylaws or imposes on such officer duties not provided for under these Bylaws, then the provisions of such employment agreement limiting and qualifying such authority and imposing such duties shall be valid and effective notwithstanding any inconsistency between the provisions of such employment agreement and the provisions of these Bylaws. He shall have all the general powers and duties which are usually vested in the office of President of a non-profit corporation under the laws of the State of Texas.

(b) Vice-Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions

upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

(c) Secretary. The Secretary shall: (a) keep the minutes of the meetings of members and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association's records and of the seal of the Association and see that the seal of the Association is affixed to all certificates of membership prior to the issuance thereof and to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) keep a register of the post office address of each member; (e) sign with the President certificates of membership, the issue of which shall have been authorized by Resolution of the Board; (f) have general charge of the books of the Association; (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

(d) Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

#### ARTICLE VIII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member of the Association, and their Mortgagees. The Declaration, the Amended Declaration, the Articles

of Incorporation, and the Bylaws of the Association shall be available for inspection by any member of the Association and their Mortgagees at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE IX  
CORPORATE SEAL

The Board may adopt and have a corporate seal for the Association which shall be in such form and with such wording as the Board may determine.

ARTICLE X  
INDEMNIFICATION OF OFFICERS AND TRUSTEES

1. The Association shall indemnify any Trustee or officer or former Trustee or former officer of the Association for expenses and costs (including reasonable attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in Court or otherwise, by reason of his being or having been such Trustee or officer, whether or not he is a Trustee or officer at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer or Trustee did not act, fail to act, or refuse to willfully or with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Trustees may be entitled.

2. If the Association has not fully indemnified him the Court in the proceedings in which any claim against such Trustee or officer, or former Trustee or former officer, has been asserted, or any Court having the requisite jurisdiction of an action instituted by such Trustee or officer, or former Trustee or former officer on his claim of indemnity, may assess indemnity against the Association, its receiver or trustee, for the amount paid by any such Trustee or former Trustee or officer or former officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association), and any expenses and costs (including reasonable attorney's fees) actually and necessarily incurred by him in connection therewith to the extent that the Court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Article only if the Court finds that the person indemnified was not guilty of negligence, bad faith, reckless disregard of his duties or misconduct in respect of the matter for which indemnity is sought.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association the annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. If any regular monthly maintenance assessment is not paid within fifteen (15) days from the due date thereof, or if any special assessment is not paid within ten (10) days of the due date thereof, the same shall bear interest from the due date until paid at the maximum non-usurious interest rate allowed under the laws of the United States of America or the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage on real property.

ARTICLE XII  
AMENDMENTS

These Bylaws may be amended from time to time at any Annual or Special Meeting of the Association called for that purpose at which a quorum of members of the Association is present by the affirmative vote of 75% of the number of votes entitled to vote upon amendment hereof. The members of the Association may delegate to the Board of Trustees the power to alter, amend or repeal these Bylaws or to adopt new Bylaws. The amendments to these Bylaws need not be filed for record, and it shall be the duty and obligation of all persons interested in these Bylaws to inquire from the Secretary of the Association whether any amendments or new Bylaws have been adopted.

ARTICLE XIII  
FISCAL YEAR

The Fiscal Year of the Association shall be the calendar year.

ARTICLE XIV  
MORTGAGES

The Owner of each Lot who places or has placed a mortgage or other lien on his Lot hereby consents that the Association through any of its officers may report to the Mortgagee any default made by such Owner in the payment of any assessment for Common Maintenance Areas.

ARTICLE XV  
SEVERABILITY

If any article, paragraph, sentence, clause or phrase of these Bylaws or the application thereof in any circumstances shall be held invalid or unenforceable, the validity or enforceability of the remainder of these Bylaws or of the application of any such article, paragraph, sentence, clause or phrase in any other circumstance shall not be affected thereby.

ARTICLE XVI  
CONTRACTS, LOANS, CHECKS,  
DEPOSITS AND TRANSACTIONS

1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, such authority may be general or confined to the specific instances.

2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall, from time to time, be determined by Resolution of the Board of Trustees.

3. Deposits. All funds of the Association not otherwise employed shall be deposited, from time to time, to the credit of the Association in such banks, trust companies or other depositories in El Paso County, Texas, as the Board of Trustees may select.

4. Transactions with Members, Trustees and Officers. The Association may enter into contracts or transact business with one or more of its Trustees, officers or members, or with any firm of which one or more of its Trustees, officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Trustees, officers or members are trustees, officers, shareholders, beneficiaries or are otherwise interested, and in the



absence of fraud, such contract or transaction shall not be invalidated or anywise affected by the fact that such Trustees, officers or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

A D O P T I O N

COPPERFIELD TOWNHOMES HOMEOWNER'S ASSOCIATION, a Texas non-profit corporation, does hereby approve and adopt the foregoing Bylaws to govern the administration of the Property and Improvements constituted into said Project known as Copperfield Townhomes, which shall be the owners' association of this Project, organized as a Texas non-profit corporation, and these Bylaws may be amended from time to time as provided for above.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

COPPERFIELD TOWNHOMES HOMEOWNER'S  
ASSOCIATION

By \_\_\_\_\_  
(Print Name) (Title)

ATTEST:

By \_\_\_\_\_

04851

HORIZONTAL/VERTICAL  
LINE THROUGH  
DOCUMENT

26 RC

Doc# 20120025142  
#Pages 25 #NFPages 1  
4/5/2012 9:04:53 AM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$112.00

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*

APR 5 2012 9:04 AM  
CLERK OF EL PASO COUNTY  
DELIA BRIONES