

**BYLAWS**  
**OF THE**

**MEDICAL PLAZA OWNERS ASSOCIATION, INC.**

A Texas Non-Profit Corporation

**ARTICLE I. APPLICABILITY/OFFICES**

1.1 Applicability. The provisions of these Bylaws are applicable to the Property of the Condominium described in, and created by, the Condominium Declaration Establishing The Medical Plaza Office Condominiums (the "Declaration") recorded or to be recorded in the Office of the County Clerk of El Paso County, Texas, and to the use and occupancy thereof. The definitions set forth in the Declaration shall apply to these Bylaws. All present and future Owners, lessees and occupants of these Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration, and the Rules and Regulations.

1.2 Offices. The principal office of the corporation in the State of Texas shall be located in the city of El Paso, County of El Paso. The corporation may have such other offices, either within or without the State of Texas as the Board of Directors may designate or as the business of the corporation may require from time to time.

**ARTICLE II. MEMBERS**

2.1 Members. Each Owner of a Unit in the Medical Plaza Office Condominiums, as more particularly defined, described and provided for in the Declaration, shall for the duration of such ownership be a Member of the Medical Plaza Owners Association, Inc., a membership corporation organized under the provisions of the Texas Non-Profit Corporation Act (Vernon's Ann. Civ. St. Art. 1396, et seq.). Upon any transfer of ownership of a Unit, howsoever accomplished, the new Owner acquiring or succeeding to such ownership, shall likewise automatically succeed to membership in the Association.

2.2 Annual Meeting. There shall be an Annual Meeting of the Members on the first Saturday in March of each year, at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

2.3 Special Meeting. Special Meetings of the Members, for any purpose or purposes may be called by the President, the Secretary or by the Board of Directors, and shall be called by the President or the Secretary at the request of the holders of not less than twenty-



eight percent (28%) of the Percentage of interest of the Condominium entitled to vote at the meeting.

2.4 Place of Meeting. Meetings of Members, whether Annual or Special, shall be held on the Common Area of the Condominium, or at such other suitable and convenient place as may be designated by the Board of Directors.

2.5 Notice of Meeting. Written or verbal notice giving the place, day and hour of the meeting, and, in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be given not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at such Member's last known address with postage thereon prepaid. Any and all notice requirements may be waived in writing or as otherwise provided by statute.

2.6 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members owning Units having a 51% of the Percentage of Interest in the common elements of the Condominium shall constitute a quorum at all meetings of the Members. If any meeting of Members cannot be held because a quorum has not attended, Members constituting a majority of those who are present at such meeting, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and from time to time thereafter, until a quorum shall be present or represented. The quorum required for each reconvened meeting shall be one-half of the quorum required for the previous meeting.

2.7 Majority Vote. The vote of the majority of Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where in the Declaration or these Bylaws or by law, a higher percentage vote is required. The term "majority of Members" shall mean those Members having more than 50% of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the meeting of the Members.

2.8 Informal Action by Members. Any action required by law to be taken at a meeting of the Members or any action which 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 entitled to vote with respect to the subject matter thereof. Where an election is to be conducted by the Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.



2.9 Suspended Voting Rights/Proxies. The Percentage of Interest of any Member whose right to vote has been suspended under the provisions of the Declaration shall not be counted for the purpose of determining a Quorum, a Majority Vote, or for any other purpose. At all meetings of Members, a Member may vote by proxy executed in writing by such member or such Member's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

### ARTICLE III. BOARD OF DIRECTORS

3.1 Powers and Duties. The Board of Director shall have the powers and duties necessary for the administration of the Association and the Condominium. Such powers and duties shall include, but not be limited to the following:

3.1.1 Determination and levying of Common Area Assessments (payable in monthly installments cover the cost of Common Expenses) and the Special Assessments (payable as set forth by Board resolution).

3.1.2 Collection, use and expending the assessments collected to maintain, care for and preserve the Buildings, Units, and Common Area.

3.1.3 Operation, care, upkeep and maintenance of the common elements.

3.1.4 Making of repairs, additions and improvements to or alterations of the Property and making of repairs to and restoration of the Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

3.1.5 Obtaining and maintaining insurance for the Association and the Property, pursuant to the provisions of Section 8 of the Declaration.

3.1.6 Establishing of reserves for the repair and replacement of the Common Areas and Buildings.

3.1.7 Adoption and amendment of reasonable rules and regulations covering the details of operation and use of the Property. Such rules and regulations and amendments shall be binding upon the Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit. Initial rules and regulations which shall be effective until amended by the Board of Directors are annexed hereto and made a part hereof.



3.1.8 Collection of delinquent assessments by suit or otherwise, abatement of nuisances and the enjoyment and/or seeking of damages from the Owners for violations of the rules and regulations referred to herein.

3.1.9 Employing and terminating the employment of employees and independent contractors, purchasing supplies and equipment, entering into contracts and generally having the powers of manager in connection with the matters hereinabove set forth.

3.1.10 Complying with any change in Texas or local law as it may effect the Condominium.

3.2 **Number, Tenure, and Qualifications.** The number of directors of the corporation may be more than, but not less than three (3). Each director shall hold office until the next Annual Meeting of Members and until his successor shall have been elected and qualified. The number of directors elected each year by the Members shall be presumed to be the number constituting the Board of Directors for the next succeeding year. The initial Board of Directors shall be appointed by the Declarant of the Declaration. Thereafter, all Members of the Board of Directors shall be elected from among the Owner/Members.

3.3 **Regular Meetings.** A Regular Meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the Annual Meeting of Members. The Board of Directors may provide, by resolution, the time and place of the holding of additional Regular Meetings without other notice than such resolution.

3.4 **Special Meetings.** Special Meeting of the Board of Directors may be called by or at the request of the President or any directors. The person or persons authorized to call Special Meetings of the Board of Directors may fix the place for holding any Special Meeting of the Board of Directors called by them.

3.5 **Notice.** Notice of any Special Meeting shall be given at least two days previously thereto by written or verbal notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any and all notice requirements may be waived in writing or as otherwise provided by statute.



3.6 Quorum. A majority of the number of directors fixed by Section 3.2 of this Article III, or of the number of directors elected by the Shareholders for a given year, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

3.7 Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.8 Removal. Any director elected or appointed by the Members may be removed without cause at any Regular or Special Meeting of Members, whenever it is the judgment of the Members that the best interests of the Association would be served thereby, but any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

3.9 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship may be filled by election at an Annual Meeting or at a Special Meeting of Members called for the purpose.

3.10 Compensation. By resolution of the Members, the directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance for each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

3.11 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.12 Liability of Members of the Board of Directors. The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out



of contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Member arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Percentage of Interest in the common element bears to the interests of all the Members in the common elements. Every agreement made by the Board of Directors, or the managing agent, or the manager as the case may be, are acting only as agents for the Members and shall have no personal liability thereunder (except as Members) and that each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage of Interest in the common elements bears to the interest of all Members in the common elements.

3.13 Managing Agent or Manager. The Board of Directors may employ for the Condominium a Managing Agent or a Manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in Section 3.1 of these Bylaws.

#### ARTICLE IV. OFFICERS

4.1 Number. The officers of the Association shall be a President and a Secretary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

4.2 Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each Annual Meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

4.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors without cause whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.



4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4.5 President. The President shall be the principal executive officer of the Association and, subject of the control of the Board of Directors, shall in general supervise and control all of the business affairs of the Association. He shall, when present, preside at all meetings of the Members and the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, certificates for shares of the Association, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 Secretary. The Secretary shall: (a) keep the minutes of the Members and the Board of Director's meetings 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 records and of the seal (if any) of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) keep a register of the post office address of each Member; and (e) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

4.7 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Association.

#### ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts. The Board of Directors 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, and such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.



5.3 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 Directors.

5.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time of the credit of the Association in such banks, trust companies or other depositories as the Board of Director may select.

**ARTICLE VI. COMMON AREA ASSESSMENTS -  
DETERMINATION, PAYMENT, AND COLLECTION**

6.1 Determination of Common Area Assessments. The Board of Directors, shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the proposed budget to all Owners at least 15 days prior to the adoption thereof. The Board of Directors shall send a copy of the budget as adopted and any supplement thereto to every Owner. The Board of Directors shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterment, maintenance of the common elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Owners in equal shares determined by dividing the total common expenses by the number of Units. Provided, however, that the Board of Directors may elect to allocate and apportion expenses, including, but not limited to, water or other utility charges or insurance costs, among Owners based on the special or exclusive availability or use or the exclusive control of particular Units or Common Areas by a particular Owner or Owners. Said Common Areas Assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments should such be required, shall be levied and paid in the same manner as hereinabove provided for regular Common Area Assessments.

6.2 Payment of Common Area Assessment Charges. All Owners shall be obligated to pay the Common Area Assessments and Special Assessments assessed by the Board of Directors at such time or times as the Board of Directors shall determine. Dissatisfaction with the quantity or quality of maintenance furnished to the Property shall not be grounds for the withholding or failure to pay any Common Area or Special Assessment. No Owner shall be liable for the payment of any part of the common charges assessed against such Owner's Unit subsequent to a sale, transfer or other conveyance of such Unit by such Owner.



6.3 Default in Payment of Common Area Assessments. In the event any common charge or special assessment as determined by the Board of Directors, or any installment thereof, is not paid on the due date, then such payment shall be deemed delinquent. If a Common Area Assessment or any installment thereof is not paid within 10 days after the due date, the Board of Directors may impose a late charge or charges on such amount or amounts as the Board of Directors deems reasonable not to exceed 15% of the amount of such overdue common charges or assessment or installment thereof, provided such late charges are equitably and uniformly applied. If the Common Area Assessment or installment thereof is not paid within 30 days after the due date (i) the Common Area Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law; (ii) the Board of Directors may accelerate the remaining installments, if any, of such Common Area Assessment upon notice thereof to the Owner which notice shall afford the Owner not less than 10 days to pay such installments of Common Area Assessments; and (iii) the Board of Directors may bring legal action against the Owner personally obligated to pay the same or foreclose the lien on such Unit. The cost of any such proceedings and other costs and assessments, including reasonable attorney's fees, shall be added to the amount of such Common Area Assessment, accelerated installments, if any, late charges and interest. Any amounts collected on past due Common Area Assessments shall be applied in the following order: attorney's fees, other costs of collection, interest, late charges and then the Common Area Assessments, beginning with the Common Area Assessment past due for the longest period.

#### ARTICLE VII. RECORDS AND AUDIT

7.1 Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the dates when installments are due, the amounts paid thereon, and the balance remaining unpaid.

7.2 Annual Statement. An annual report of the receipts and expenditures of the Condominium, prepared by an independent certified public accountant, shall be rendered by the Condominium to all Owners promptly after the end of each fiscal year. In addition, when called for by a vote of the Owners at any Special Meeting of the Owners, the Board of Directors shall furnish, to the Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant and a



statement regarding any taxable income attributable to the Owners. Such financial information shall not be required to be audited but shall consist of at least a review of the record keeping procedures, a check of bank balances and a review of all expenditures by the Board. In the event that any substantial irregularities or any defalcation shall be uncovered by such accountants in the course of any such review, such matters shall be promptly reported to each member of the Board of Directors, and to the Owners by such accountants. The cost of the annual report and other services required by this Section 7.2 shall be paid by the Board of Directors as a Common Expense.

7.3 **Inspection of Records.** Every Owner and such Owner's representative, at such Owner's sole cost and expense, shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

#### ARTICLE VIII. FISCAL YEAR

8.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

#### ARTICLE IX. SEAL

9.1 The Board of Directors may provide a seal which shall be circular in form and shall have inscribed thereon the name of the Association and the state of incorporation or the words, "Corporate Seal". However, no Association action shall be made invalid by the absence of such seal.

#### ARTICLE X. WAIVER OF NOTICE

10.1 Unless otherwise provided by law, whenever any notice is required to be given to any Members or director of the Association under the provisions of the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing, signed by all the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XI. AMENDMENTS

11.1 These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a vote of the Members representing two-thirds of all the Percentage of Interest, at any Members' meeting when the proposed amendment has been set out in the notice of such meeting, or the requirement of such notice waived.



**SCHEDULE A TO BYLAWS  
RULES AND REGULATIONS**

**MEDICAL PLAZA OFFICE CONDOMINIUMS**

The following rules and regulations together with the rules and regulations included in the Declaration establishing the Medical Plaza Office Condominiums and such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the property comprising the Medical Plaza Office Condominium and the conduct of all residents thereof.

1) **NO OBSTRUCTION OR MISUSE OF COMMON ELEMENTS.** The Common Areas shall not be obstructed, e.g. by furniture, equipment or other personal articles or used for any purpose other than ingress to and egress from the Units and the Common Areas shall not littered or misused in any manner.

2) **NO OBJECTIONABLE NOISES, ODORS OR OTHER NUISANCES.** No Owner or tenant shall make or permit any noise or objectionable odor that will disturb, annoy or be a nuisance to the occupants of any other Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Owners, their tenants, clients, patients or guests, or which will be injurious to the reputation of the Condominium or the Owners.

3) **GARBAGE AND REFUSE.** All garbage and refuse from the Buildings shall be deposited with care in receptacles intended for such purpose only at such times and in such manner as the Board of Directors may direct.

4) **NO ENGAGEMENT OF CONDOMINIUM EMPLOYEES WITHOUT CONSENT OF BOARD OF DIRECTORS OR MANAGER.** No Owner shall engage any employee of the Board of Directors for any private business of the Owner without prior written consent of the Board of Directors or the manager of the Condominium property.

5) **RESPONSIBILITY FOR DAMAGE CAUSED IN MOVING.** All damage to the Buildings or common elements caused by the moving or carrying of any article therein shall be paid by the Owner responsible for the presence of such article.

6) **NO INFLAMMABLE LIQUIDS WITHOUT CONSENT OF BOARD OF DIRECTORS.** No Unit Owner shall use or permit to be brought in to the Buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining the written consent of the Board of Directors or manager of the Condominium Property.



7) **NAMES ONLY ON DIRECTORY OR OTHER PLACE PERMITTED BY THE BOARD OF DIRECTORS.** Unless otherwise permitted in writing by the Board of Directors, the Owners shall not be allowed to put their names on any entry to the Buildings or entrance to any Unit except in the places permitted or provided by the Board of Directors.

8) **BOARD OF DIRECTORS AND MANAGER NOT LIABLE FOR LOSS OF STORED ARTICLES.** The Board of Directors and the manager of the Condominium Property assume no liability for loss or damage to articles stored or placed in the Buildings.

9) **COMPLAINTS REGARDING MANAGEMENT OR MAINTENANCE TO BE MADE IN WRITING.** Complaints regarding the management or maintenance of the Buildings and grounds or regarding the actions of other Owners shall be made in writing to the Board of Directors or the manager of the Condominium Property.

10) **PARKING AREAS.** Parking of automobiles by Owners, tenants, guests, patients or visitors shall be only in the spaces designated as parking; no unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. No storage of any objects shall be permitted in the parking areas and the same shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

11) **DELIVERIES.** Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Director may prescribe and the Board of Directors shall not be responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the condominium.

12) **INSPECTION AND ENTRY RIGHTS OF BOARD OF DIRECTORS AND MANAGER.** Any member of the Board of Directors, the manager or the Condominium Property or any employee, contractor or agent of the Board of Directors or the manager shall, acting in conjunction with their duties as a member of the Board of Directors or as manager of the condominium Property, as the case may be, have the right to enter into a Unit for the purpose of:

- a. ascertaining compliance of the Unit or Owner with the Declaration, Bylaws, or Rules and Regulations of the Condominium, or
- b. ascertaining responsibility for damage caused to the Unit, other Units or the common elements, or
- c. making a determination with respect to matter involving casualty or liability insurance on the Condominium Property, or



- d. making repairs in accordance with the repair responsibilities imposed on the Board of Directors under the Declaration or to prevent damage to the Unit or to other Units or the common elements.

Except in the event of emergency to prevent immediate damage to the Unit, to other Units or to the common elements, repair or restore an essential utility service to the Unit, to other Units or to the common elements, any such entry shall be on reasonable notice and at reasonable hours.

**13) ADDITIONS, CHANGES, OR DELETIONS TO RULES AND REGULATIONS.**  
Additions, changes, or deletions may be made to these rules and regulations by the Board of Directors at any Annual or Special Meeting.