

BY-LAWS OF
"THUNDERBIRD APARTMENTS CONDOMINIUM"
A CONDOMINIUM APARTMENT PROJECT

THE STATE OF TEXAS X
COUNTY OF EL PASO X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC. are the sole owners in fee simple of the condominium apartment known by the name of "Thunderbird Apartments Condominium", hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Enabling Declaration to which these By-Laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

Being a tract or parcel of land situated in the City of El Paso, El Paso County, Texas, and being a portion of A. F. Miller Survey No. 215 in the City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows, to-wit:

From a point, said point being the concrete monument marking the location of the northwest corner of the A. F. Miller Survey No. 215; Thence South 0 degrees 00' 00" a distance of 1036.64 feet; Thence East a distance of 486.52 feet to the POINT OF BEGINNING;

Thence 43.11 feet along the northerly right-of-way line of Pebble Beach Drive and along the arc of a curve to the right whose interior angle is 6 degrees, 20' 50", whose radius is 389.18 feet, and whose chord bears North 77 degrees 57' 25" West a distance of 43.09 feet;

Thence 318.13 feet along aforesaid right-of-way line and along the arc of a curve to the left whose interior angle is 15 degrees 13' 00", whose radius is 1197.87 feet, and whose chord bears North 82 degrees 23' 30" West a distance of 317.20 feet;

Thence West a distance of 10.31 feet to the point of intersection of the northerly right-of-way line of Pebble Beach Drive with the easterly right-of-way line of Shadow Mountain Drive;

Thence North 0 degrees 01' 10" East along said easterly right-of-way line a distance of 331.26 feet;

Thence South 89 degrees 58' 50" East a distance of 366.75 feet;

Thence South a distance of 382.13' to the point of beginning, and containing in all 127,834.33 square feet and 2.93467 acres more or less,

and,

WHEREAS, said SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC., as sole owners in fee simple of said property and improvements constituting said condominium apartment project desire to hereby establish and adopt the following By-Laws for the government, administration and operation of said project and the common elements thereof:

Now, therefore, said SWEETWATER ENTERPRISES, INC. and REAL INVESTMENTS, INC., sole owners in fee simple of said condominium apartment project known as "Thunderbird Apartments Condominium", do hereby establish and adopt the following By-Laws which shall be applicable to each individual apartment in said project and all other portions and the common elements thereof, to-wit:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.
2. The provisions of these By-Laws shall be applicable to said condominium apartment project known as "Thunderbird Apartments Condominium".
3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagyes, or the employees of either of them, or any other person that might use the facilities of this condominium project in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in this condominium project accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.
2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.
3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.
4. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

5. No owner shall be entitled to exercise his right to vote, in person or by proxy, for any purpose so long as any assessments due the Council of Co-Owners are in default under any term or provision of the Enabling Declaration or these By-Laws.

ARTICLE III

ADMINISTRATION

1. The owners of the apartment units will constitute the Council of Co-Owners who will have the responsibility, which may be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all of the terms and conditions under which such management agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council of Co-Owners shall be held on July 21, 1978. Thereafter meetings shall be held annually, with such meetings being held on the third Friday of July of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected, by ballot of the owners, a Board of Administration in accordance with the provisions of Section 5, of Article IV of these By-Laws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least

10 days but not more than 30 days prior to such meeting. Such notice shall be mailed to each of such owners at the last known address of such owner by registered mail, return receipt requested. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting, and approval or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished Business.
- (h) New Business.

ARTICLE IV

BOARD OF ADMINISTRATION

1. The affairs of the Council of Owners shall be governed by a Board of Administration (sometimes herein referred to as the Board) composed of seven persons, all of whom must be owners, or officers and/or employees of a corporate owner, of units in the Condominium.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Board of Administration shall be responsible for the following.

(a) Care, upkeep, maintenance, repair and surveillance of the Condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners.

(c) Keeping a book with a detailed account of the receipts and expenditures affecting the project and its administration, specifying the maintenance and repair expenses on the common elements and any other expenses incurred by or in behalf of the project. Both the book and the

vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners and holders of mortgages on any apartment space at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public accountant outside of the organization. Any holder of a mortgage on any apartment space, upon request, shall be entitled to receive from the Board of Administration written notification of any obligation required by these By-Laws or the Enabling Declaration which is not cured within sixty (60) days.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium, the common elements and facilities and the limited common elements and facilities.

(e) Assignment and control of all parking spaces and storage closets which are not designated as limited common elements by the Enabling Declaration or any amendment thereof.

(f) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-Laws or the Council of Co-Owners, on behalf of two (2) or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-Laws and/or to recover any sums or damages due.

4. The Board of Administration may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

5. At the first meeting of the Council of Co-Owners, the term of office of four members of the Board of Administration shall be fixed for two years. The term of office of three members shall be fixed at 1 year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of 2 years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting, whether annual or special, of the Council of Co-Owners.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without

cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration following the election of any new members thereto shall be held within 15 days of election at such place as shall be fixed by the members of said Board at the meeting at which said new members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph, at least 5 days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on 3 days notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. The Board of Administration may require that all officers and employees of the Council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

ARTICLE V

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board of Administration. The Board may appoint an Assistant Secretary-Treasurer, and such other officers as in their judgment may be necessary.
2. The officers of the Council of Co-Owners shall be elected annually by the Board of Administration at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.
3. Upon affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.
4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Administration. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.
5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.
6. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Administration. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary. He shall also have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Administration.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by

the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 13 of the Enabling Declaration of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the Condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within 21 days from the date each such assessment is made, unless otherwise specified in the assessment. All such assessments shall pro-rata become liens against the respective units of the project at the time each such assessment becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. However, nothing included herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditions, sanitary installations, doors, windows, lamps, and all other accessories belonging to the individual unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.
8. All drapes or drape linings visible from the exterior of any apartment shall be of a neutral, white or offwhite color.
9. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.
10. An owner shall permit other owners, the Board of Administration or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
11. The parking or storage of inoperative motor vehicles upon the property is prohibited.
12. No more than one minor child under the age of sixteen years for each bedroom contained in an apartment space in which said child is residing may permanently reside on the premises without approval of the Board of Administration. For example, two such minor children may reside in a two bedroom apartment space without approval of the Board of Administration and one such child may so reside in a one bedroom apartment space,
13. No resident of the Condominium project shall post any advertisements, or posters of any kind in or on the buildings except as authorized by the Board of Administration.
14. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping of small domestic animals as pets is permitted so long as in accordance with the ordinances of the City of El Paso. The Board of Administration may withdraw such approval in the event any such pet becomes a disturbance to other residents.
15. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.
16. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.
17. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
18. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

19. Each owner, and such owner's lessee, shall keep and perform all obligations imposed upon him under these By-Laws or by said Act and/or Enabling Declaration.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OF ADMINISTRATION AND MANAGING AGENT

1. Indemnification. The Council of Co-Owners shall indemnify every member of the Board of Administration, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, cost and expense, including attorney fees, reasonably incurred in connection with any action, suit or proceedings to which any of them may be a party for being or having been a member of the Board of Administration, Officer or Managing Agent of the Council of Co-Owners, except as to matters finally adjudged in such action, suit or proceeding to have constituted willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Council of Co-Owners is advised by counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duty as such member of the Board of Administration, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such member of the Board of Administration, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Council of Co-Owners by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council of Co-Owners as Common Expenses; provided, however, that nothing herein contained shall obligate the Council of Co-Owners to indemnify any member who is or has been a member of the Board of Administration or Officer of the Council of Co-Owners with respect to any duties or obligations assumed or liabilities incurred by him as the Owner of an apartment unit.

2. Contracts. Contracts or other commitments made by the Board of Administration, Officers or the Managing Agent shall be made as agent for the Council of Co-Owners and the apartment owners; and members of the Board of Administration, Officers or Managing Agent shall have no personal responsibility thereon, except as apartment owners. The liability of any apartment owner on any such contract or commitment shall be limited to the proportionate share of the total liability thereof as the interest in the Common Elements of each owner bears to the aggregate interest in the Common Elements of all of the owners.

ARTICLE VIII

1. These By-Laws may be amended by the Council of Co-Owners in a daily constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total votes in accordance with percentages

established for undivided ownership in the general common elements by Paragraph 13 of the Enabling Declaration.

ARTICLE IX

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.


ARTICLE X

COMPLIANCE

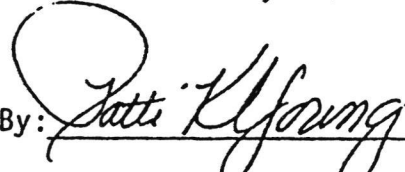
These By-Laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

Dated and executed by the undersigned Owners this the _____ day of _____, 1978.

SWEETWATER ENTERPRISES, INC.

By: 
Its President

REAL INVESTMENTS, INC.

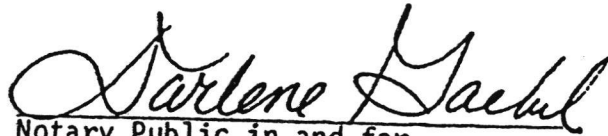
By: 
Its Secretary-Treasurer

OWNERS

THE STATE OF TEXAS) (
COUNTY OF DALLAS) (

BEFORE ME, the undersigned authority, in and for said County, Texas, in this day personally appeared Ed Aiken, Jr. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SWEETWATER ENTERPRISES, INC., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

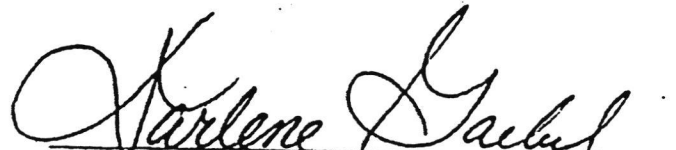
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1978.


Notary Public in and for
DALLAS County, Texas

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Patti K. Young known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said REAL INVESTMENTS, INC., a corporation and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1978.


Notary Public in and for
Dallas County, Texas