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RESOLUTION AMENDING BYLAWS

RESOLVED, that the bylaws of the "THUNDERBIRD APARTMENTS CONDOMINIUM, A CONDOMINIUM APARTMENT PROJECT, may be amended pursuant to Article VIII of the By-laws by the Council of Co-Owners in a daily constituted special meeting for such purpose or in any regular meeting.

Article VI, Paragraph number 20, will read as follows, said amendment consistent with Paragraph 16 of the Enabling Declaration:

The respective apartment units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than thirty (30) days, or (b) any rental where the owner furnishes the occupant with customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen and bellboy service. Subject to the foregoing limitation, the owners of the respective apartment units shall have the absolute right, subject to the following limitations, to lease or rent same or part thereof, furnished or unfurnished, provided that said lease or tenancy is made subject to the covenants and restrictions contained in the Declarations and further subject to other provisions contained within the By-laws of this condominium:

- 1) *Any Owner who shall desire to lease his or her own unit, may do so only after a true and correct copy of the executed lease entered into between the Owner and the Tenant is delivered to the Council of Co-Owners for approval and the representative of the Council of Co-Owners has had an opportunity to meet with the prospective Tenant and Owner to review the Condominium Rules and Regulations. In order to be approved, each lease agreement must contain a clear and unambiguous provision obligating the Tenant to follow the same Rules and Regulations imposed upon Owners and further obligating the Tenant to comply with all of the terms of the Declaration and By-Laws. Each lease must make a Tenant's violation of the Condominium Rules and Regulations, Declaration and/or By-laws an event of default of the lease, making the Tenant subject to immediate eviction in the event of a violation. Upon approval of each lease agreement by the Council of Co-Owners and a meeting with the tenant, the Council of Co-Owners will issue a security card for access to the Condominium property to the Tenant.*
- 2) *The first time a Tenant violates any Condominium Rule or Regulation, the Declaration and/or any By-law, the Owner and the Tenant will be*

required to meet with a representative of the Council of Co-Owners to (1) discuss the violation and (2) to make sure that the Tenant and the Owner both understand that if the Tenant violates any Condominium Rule or Regulation, the Declaration and/or any By-law, a second time, the Owner will be subject to being fined \$500.00. This meeting must take place within 5 days of the violation.

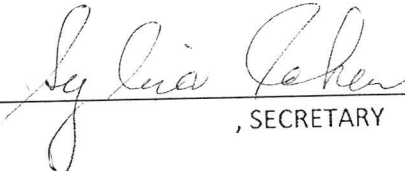
3) The second time a Tenant violates any Condominium Rule or Regulation, the Declaration and/or any By-law, the Owner shall be fined a total of \$500.00. Payment of the fine shall be an obligation of the Owner and failure to pay will be an event of default of the Owner and breach of the Condominium Association Declaration and By-laws.

4) The third time a Tenant violates any Condominium Rule or Regulation, the Declaration and/or any By-law, the Owner shall be fined an additional \$500.00 and (1) the Owner shall send the Tenant a written demand to vacate, within 30 days, the rented apartment; (2) the demand to vacate must be delivered to the Tenant within 5 days of the time the Council of Owners notifies the Owner of the third violation; and (3) a copy of the demand to vacate must be delivered by the Owner to the Council of Owners. The Owner shall be obligated to file a forcible entry and detainer action to evict the Tenant if the Tenant has not vacated the property within 30 days of the date the Tenant receives written notice to vacate. Failure of the Owner to comply with this provision shall be prima facie evidence of the Owner's default and breach of the Condominium Associations Declarations and By-laws.

Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

Tenants may not make any requests for services or repairs directly to the Condominium offices or directly to the Council of Co-Owners. All requests of Tenants for services or repairs must be made to the Owner of the unit being rented.

DATED: 9/30/14



, SECRETARY

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF EL PASO)

BEFORE ME, KRISTEN GONNELL, NOTARY, on this day personally appeared Sylvia Deener Cohen, known to me (or proved to me on the oath of or through Proper ID) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Sylvia Deener Cohen executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of September, 2014.



Kristen Gonnell
Notary Public

Doc # 20140063110
#Pages 3 #NFPages 1
9/30/2014 11:55 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$34.00

eRecorded

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

RESOLUTION AMENDING BYLAWS

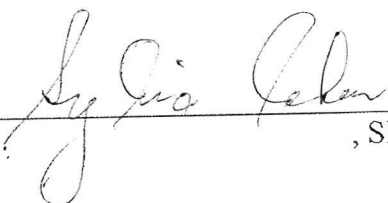
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Article IV, Paragraph number 1, will read as follows, said amendment consistent with Paragraph 16 of the Enabling Declaration:

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.

No two or more individuals who permanently reside in the same unit(s) and/or are related either through marriage or within the third degree of consanguinity may serve on the Board of Administration at the same time.

DATED: 9/30/14



, SECRETARY