

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 duly constituted special meeting for such purpose or in any regular meeting.

Article VI will read as follows, said amendment consistent with Paragraph 14, subparagraph (6) of the Enabling Declaration:

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 with 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. 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. Notices of official condominium communications (such as but not limited to notification of meetings, special assessments, request for access to the unit and other official notices) will be in writing and deemed effective when mailed or hand-delivered to the particular unit address. If a unit owner wishes to have notices provided to an alternate address, the owner must provide the Council of Co-Owners, in writing, with the alternate address (that must be within the Continental limits of the United States)
3. 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.

4. 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.
5. 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.
6. All apartment units shall be used and occupied for residential purposes only.
7. 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.
8. 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.
9. All drapes or drape linings visible from the exterior of any apartment shall be of a neutral, white or off white color.
10. 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.
11. An owner shall permit other owner, 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.
12. The parking or storage of inoperative motor vehicles or vehicles with expired registration upon the property is prohibited. The parking or storage of motor homes, recreation vehicles and utility trailers is prohibited.
13. 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,

14. 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.
15. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.
16. Keeping of small domestic pets (dogs or cats) weighing fewer than 25 pounds 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.
17. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.
18. 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.
19. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
20. 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.
21. 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.
22. ¹ The respective apartment unit shall not be rented by the Owner thereof for transient or hotel purposes, which shall be defined as (a) rental for a period of fewer 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. 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 a 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

¹ Amended September 30, 2014

the Tenant to comply with all of the terms of the Declaration and By-Laws, additionally the Owner must provide an address within the continental limits of the United States, as required in Article VI Paragraph 2 of these By-laws, that will be used for all official communications with the Owner. Each lease must make a Tenant's violation of the Condominium Rules and Regulations, Declarations and/or By-Laws an event of default of the lease, making the Tenant subject to 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 will be notified at the address provided, as required in Article VI Paragraph 2 of these By-laws, of the Tenant's violation and to make sure that the Owner understands 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 \$100.00. The notification of this violation must be sent to the owner's designated address of record by Certified Mail return receipt required within 5 days of the violation.

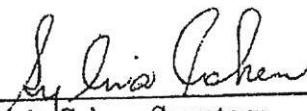
3) The second time a Tenant violates any Condominium Rule or Regulation, the Declaration and/or any By-Law, the Owner shall be notified of this violation by Certified Mail return receipt requested at the owner's designated address of record and fined a total of \$100.00. Payment of the fine shall be 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 \$200.00 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 Co-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 a breach of the Condominium Association 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 office or directly to the Council of Co-Owners. All requests of Tenants for service or repairs must be made to the Owner of the unit being rented.

DATE: 3/17/17



Sylvia Cohen, Secretary

ACKNOWLEDGMENT

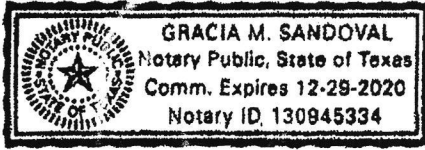
STATE OF TEXAS

COUNTY OF EL PASO

Before me, Gracia M. Sandoval, on the day personally appeared SYLVIA 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 Cohen executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of MARCH, 2017

Gracia M. Sandoval
Notary Public



Doc # 20170022255
#Pages 6 #NFPages 1
3/29/2017 12:02 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$46.00

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