

BY-LAWS OF CAMELOT TOWNHOMES ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is CAMELOT TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "**Association**".

ARTICLE II

DEFINITIONS

Section 1. Association.

"**Association**" shall mean and refer to CAMELOT TOWNHOMES ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2. Project.

"**Project**" shall mean and refer to that certain condominium project built on that certain real property in the City of El Paso, County of El Paso, State of Texas,

Section 3. Unit.

"**Unit**" shall mean and refer to the elements of a Condominium, which are not owned in Common with other **Owners** of other condominiums. The boundaries of a **Unit** shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each **Unit**. The **Unit** shall include both the portions of building so described and the airspace so encompassed. In interpreting deeds and plans, the existing physical boundaries of a **Unit**, or of a **Unit** reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than the metes and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plan or in the deed of those of a building.

Section 4. Common Areas.

"Common Areas" shall mean and refer to the entire Project, excepting those portions thereof which lie within the boundaries or comprise a part of any **Unit**, as herein above defined.

Section 5. Limited Common Areas and Facilities.

"Limited Common Areas" shall mean a portion of the Common Areas set aside and allocated for the restricted use of the respective **Units** or **Owners** as is or may hereinafter be designated by **DECLARANT**.

Section 6. Condominium

"Condominium" shall mean a condominium as defined in Article 1301a, Vernon's Annotated Texas Statutes, and shall be an estate in real property consisting of (a) a separate fee interest in the space within a **Unit**, and (b) an undivided interest as a tenant in common to the Common Areas. Additionally, each **Owner** of a Condominium shall receive a membership in the **Association**.

Section 7. Member.

"Member" shall mean and refer to every person or entity who holds membership in the **Association**.

Section 8. Owner.

An "**Owner**" shall mean and refer to the record **Owner**, where one or more persons or entities, of a condominium which is a part of the Project, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 9. Mortgage.

"Mortgage" shall mean the conveyance of any Condominium or other portion of the Project to secure the performance of an obligation, which conveyance shall be void upon the due performance of said obligation.

Section 10. Mortgagee and Mortgagor.

"Mortgagee" shall mean a person or entity to whom a Mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage.

Section 11. Deed of Trust, Trustor, Beneficiary

Wherever the word "Deed of Trust" is used herein, it shall mean and be synonymous with the word "Mortgage" and the same may be used interchangeably with the same meaning; and likewise the word "Trustor" shall be synonymous with the word "Mortgagor"; and

the word "Beneficiary" shall be synonymous with the word "Mortgagee".

Section 12. DECLARANT

"DECLARANT" shall mean and refer to SIERRA PROPERTIES, INC., its successors and assigns.

"Association" shall mean and refer to CAMELOT TOWNHOMES ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

1.1 Common Assessment.

A "Common Assessment" shall mean and refer to that portion of the cost of maintaining, improving, repairing and managing the Project, and all other "Common Expenses" as provided herein which is charged to the Owner of each respective Condominium.

1.2 Special Assessment.

A "Special Assessment" shall mean and refer to a charge against a particular Owner and his Condominium equal to the cost incurred by the Association for corrective action performed pursuant to provisions of this Declaration and of the By-Laws of the Association.

Section 13. Declaration.

"Declaration" shall refer to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMELOT TOWNHOMES, dated September 1, 1978, which was recorded in the Office of the County Clerk of El Paso County, Texas on _____, 197____, under File No. _____. "Declaration" shall also include any authorized amendment of the forging instrument.

ARTICLE III

MEMBERSHIP

Section 1. Membership.

Every person or entity who is an Owner of a Condominium, which by virtue of the Declaration is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from the ownership of any Condominium, which is subject to assessment, by the Association. Ownership of such Condominium shall be the sole qualification for membership.

Section 2. Suspension of Membership.

During any period in which a Member shall be in default in the payment of any common or special assessment levied by the **Association**, the voting rights and right to use the facilities and public utilities of the Common Areas of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member (except as to the use of utilities) may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for any single infraction of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

ARTICLE IV

PROPERTY RIGHTS – RIGHTS OF ENJOYMENT

Section 1. Place of Meetings.

Meetings of the **Association** shall be held at the principal office on the Project or such suitable place convenient to the Members, as may be designated by the Board of Directors; provided, however, that all meetings shall be held in El Paso County, Texas.

Section 2. Annual Meetings.

The first annual meeting of the **Association** shall be held in El Paso County when 66 2/3% of the **Units** have been sold or within one year from the date of close of the first sale of a Condominium in the Project, whichever first occurs. Thereafter, the annual meetings of the **Association** shall be held within 15 days of the anniversary date of the first annual meeting of each succeeding year. At such meetings there shall be elected by ballot of the **Owners** a Board of Directors in accordance with the requirements of Article VII of these By-Laws. The **Owners** may also transact such other business of the **Association** as may properly come before them.

Section 3. Special Meetings.

It shall be the duty of the President to call a special meeting of the **Association** as directed by resolution of the Board of Directors or upon a petition signed by a majority of the **Owners** having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the votes represented at such meeting, in person or by proxy.

Section 4. Notice and Place of Meeting.

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to each Member entitled to vote thereat at least ten (10) days, but not more than fifty (50) days, prior to such meeting and addressed to the Member's address last appearing on the books of the **Association** for the purpose of notice. The mailing of a notice in the manner provided in this Section 4 shall be considered notice served.

Section 5. Voting.

Voting shall be on a **Unit** basis and shall be based upon the class of membership held in the **Association**. The **Owner** of each **Unit**, with the exception of **DECLARANT**, shall be a Class A Member and shall be entitled to one (1) vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interests in any Condominium all such persons shall constitute one member, and the one vote for such Condominium shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Condominium. **DECLARANT** shall be a Class B member as to each unsold **Unit** and shall be entitled to four (4) votes for each unsold **Unit**. An unsold **Unit** shall mean a **Unit** in the Project that has not been conveyed to an individual purchaser for his own use by **DECLARANT**. Transfer of title to a **Unit** or group of **Units** by **DECLARANT** the Class B Membership shall cease and be converted to a Class A Membership upon the happening of either of the following events, which ever occurs earlier:

- (i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (ii) On December 31, 1980.

Section 6. Majority of Owners.

As used in these By-Laws, the term "majority of **Owners**" shall mean those **Owners** holding 51% of the total votes of both Class A Members and Class B Members (if any) determined in accordance with the voting provisions contained herein and in the Declaration.

Section 7. Quorum.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of **Owners**" as defined in section 6 of this Article shall constitute a quorum.

Section 8. Proxies.

Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by an **Owner** of his **Unit**.

Section 9. Adjourned Meetings.

If any meeting of the **Association** cannot be organized because a quorum has not attended the Members who are present, either in person or by proxy, may as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the requirement for a quorum shall be 25% of the total votes of both Class A and Class B (if any) Members, determined in accordance with the voting provisions contained herein and in the Declaration.

Section 10. Order of Business.

The order of business at all meetings of the **Association** shall be as follows:

- (a) Row Call.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

This order of business may be waived or varied by majority vote of the Members present at any such meeting.

ARTICLE V

ADMINISTRATION

Section 1. Association Responsibilities.

The **Owners** of the **Units**, both sold and unsold, constitute the **Members** of the **Association** and have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the manager or management agent. Except as otherwise provided, decisions and resolutions of the **Association**

shall require approval by a majority of **Owners**. This **Association** as the management body shall, among other things, have power to:

- (a) enforce applicable provisions of the Declaration, By-Laws, organizational rules or other documentation relating to the control and management of the Project;
- (b) contract and pay premiums for fire, casualty, liability, workmen's compensation, and other insurance including indemnity and other bonds;
- (c) contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the Common Areas, and employ personnel reasonably necessary for the operation of the Project including lawyers and accountants where appropriate;
- (d) Pay taxes and special assessments which are or would become a lien on the project or Common Areas;
- (e) Where appropriate, pay for reconstruction of any portion or portions of the project damaged or destroyed which are to be rebuilt;
- (f) Delegate its powers; and
- (g) Enter into any **Unit** when necessary in connection with maintenance or construction for which the **Association** is responsible.

ARTICLE VI

BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. Number and Qualification.

The affairs of the **Association** shall be governed by a Board of Directors composed of at least three (3) persons, all of whom must be **Owners** of **Units** in the Project, excepting as may otherwise be provided in the Declaration.

Section 2. Election and Term of Office.

At the first annual meeting the Members of the **Association** shall elect three (3) or more Directors to succeed the original Directors. The term of office of each Director shall be fixed for one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

- (a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members of the **Association**.
- (b) Cumulative voting shall not be allowed.

Section 3. Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the **Association** shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the **Association**.

Section 4. Directors' Fees.

Directors' fees, if any, shall be determined by the Members of the **Association**.

Section 5. Action Taken without a Meeting.

The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Organization meeting.

The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 2. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If, at any meeting of the Board of Directors, 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.

Section 4. Waiver of Notice.

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the **Association** and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members of the **Association**. These powers shall include, but not be limited to, the power to adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon.

Section 2. Other Duties.

In addition to duties imposed by these By-Laws or by resolutions of the **Association**, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Project, the Common Areas, and the Limited Common Areas.
- (b) Collection of monthly assessments from the **Owners**.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and the Limited Common Areas.
- (d) Assign parking spaces.
- (e) Supervise all officers, agents and employees of the **Association** and see to it that their duties are properly performed.

Section 3. Management Agent.

The Board of Directors may employ for the **Association** a manager or management agent 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 2 of this Article.

Section 4. Removal of Directors.

At any annual or special meeting of the **Association** duly called, any one or more of the Directors may be removed with or without

cause by a majority vote and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5. Liability of the Board of Directors.

The members of the Board of Directors shall not be liable to the **Owners** for any non-willful tort, mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The **Association** shall indemnify and hold harmless each member of the Board of Directors against all loss, costs and expenses (including counsel fees reasonably incurred by him) in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the **Association**, except as to matters as to which he may be finally adjudged in such action, suit or proceeding, to be liable for willful misconduct or bad faith. In the even of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the **Association** is advised by its counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith as such Director or officer. The cost of any such indemnification shall be treated and handled by the **Association** as an item of Common Expense as provided in the Declaration.

Nothing in these By-Laws shall prohibit any member of the Board of Directors from entering into contracts with, or otherwise dealing with, the **Association**. The **Association** may purchase liability insurance for each Director or officer covering his personal liability for his acts and omissions occurring while acting in the capacity of a Director or officer of the **Association**, the cost of which shall be paid by the **Association** as a Common Expense as provided by the Declaration.

ARTICLE IX

OFFICERS

Section 1. Designation.

The principal officers of the **Association** shall be a President, a Vice President, Secretary and a Treasurer, all of whom shall be chosen by and from the Board of Directors. The offices of Secretary and treasurer may be held by the same person. The board of Directors may appoint an assistant treasurer and an assistant secretary, and other officers as in their judgment may be necessary.

Section 2. Election of Officers.

The offices of the **Association** shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers.

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected by any regular meeting of the Board of Directors or any special meeting of the Board of Directors called for such purpose.

Section 4. Resignation of Officers.

Any officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies.

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. President.

The President shall be the Chief Executive Officer of the **Association**. He shall preside at all meetings of the **Association** and of the Board of Directors. 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 among the **Owners** from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the **Association**.

Section 7. Vice President.

The Vice President shall take the place of the President and perform his duties wherever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to so do 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 Directors.

Section 8. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the **Association**; he shall have charge of such books and papers as the board of Directors may direct; and he shall, in general, perform all the duties

incident to the office of the secretary as required by the Board of Directors.

Section 9. Treasurer.

The Treasurer shall have responsibility for **Association** funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the **Association**. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the **Association** in such depositories as may from time to time be designated by the Board of Directors.

Section 10. Compensation of officers and Employees.

The compensation of all officers and employees of the **Association** shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the **Association** nor preclude the contracting with a Director for the management of the Project or otherwise, provided that no Director may vote upon any matter providing for his employment and/or compensation.

ARTICLE X

OBLIGATIONS OF THE OWNERS

Section 1. Assessments.

All **Owners** are obligated to pay monthly assessments imposed by the **Association** to meet all Common Expenses of the Project as that term is defined in the Declaration. The assessments shall be made by the Board of Directors of the **Association** as provided in the Declaration. All **Owners** are likewise obligated to pay all special assessments imposed by the **Association**, as provided for in the Declaration.

Section 2. Maintenance and Repair.

- (a) Every **Owner** must perform promptly all maintenance and repair work within his own **Unit**, which if omitted would affect the project in its entirety or in part belonging to other **Owners**, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the **Unit** such as water, light, gas power, sewage, telephones, ducts, sanitary installations, doors, windows, lamps, air condition/heating equipment, and all other accessories belonging to a **Unit** shall be at the **Owner's** expense.
- (c) An **Owner** shall reimburse the **Association** for any expenditures incurred in repairing or replacing any common Areas damaged through his fault.

Section 3. Use of Family Units—internal Changes.

- (a) All **Units** shall be utilized for residential purposes only.
- (b) An **Owner** shall not make structural modifications or alterations in his **Unit** or installations located therein without previously notifying the **Association** in writing, through the manager or management agent, or the President or a member of the Board of Directors. The **Association** shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications or alterations. In the event of a timely objection, the **Owner** shall not make the proposed modification or alteration.

Section 4. Other Rules of Conduct.

An **Owner** shall observe and abide by all reasonable rules and regulations duly adopted and published by the Board of Directors of the **Association**.

Section 5. Right of Entry.

- (a) An **Owner** shall grant the right of entry to the manager or management agent or to any other person authorized by the Board of Directors or the **Association** in case of any emergency originating in or threatening his **Unit**, whether the **Owner** is present at the time or not.
- (b) An **Owner** shall permit other **Owners**, 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 for entry 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.

ARTICLE XI

SUPPLEMENTARY PROVISIONS

Basic provisions governing the functions and activities of the **Association** are set forth in the Declaration. To the extent not inconsistent with the Declaration, the functions and activities of the **Association** shall be supplemented by the following provisions.

(a) Assessment Roll.

The **Association** shall maintain an assessment roll in a set of accounting books in which there shall be an account for each **Unit**. Such an account shall designate the name and address of the **Owner**, the amount of each assessment against the **Owner**, the dates and amounts in which the assessments

come due, the amounts paid upon the account and the balance due upon assessments.

(b) Budget.

The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions and activities of the **Association** as set forth herein and in the Declaration.

(c) Proposed Assessments against Each Member.

Copies of the proposed budget and proposed assessments against each member of the **Association** shall be transmitted to each Member of the **Association** on or before January 1 (or the beginning of the fiscal year, if other than a calendar year) of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Member of the **Association** concerned.

(d) Depository of Association Moneys.

The depository of the moneys of the **Association** shall be one or more banks or other financial institutions as shall be designated from time to time by the Board of Directors. Withdrawal of moneys from such accounts shall be only by checks or withdrawal orders signed by such person as are authorized by the Board of Directors.

(e) Audit.

An audit of the account of the **Association** shall be made annually by an accountant chosen by the Board of Directors, and a copy of said report shall be furnished to each Member within thirty (30) days of the completion of the audit. A copy of the audit will be furnished to all Mortgagees.

(f) Fidelity Bonds.

Fidelity bonds shall be required by the Board of Directors from all officers and employees of the **Association** and from any contractor handling or responsible for moneys of the **Association**. The amount of such bonds shall be determined by the Board of Directors, but shall be at least 150% of the amount of the total annual assessments against Members for Common Expenses. The premium of such Bonds shall be paid by the **Association**, and treated as an item of Common Expense.

ARTICLE XII

FISCAL YEAR

The fiscal year of this corporation shall be the calendar year unless the Board of Directors shall designate a fiscal period ending other than on December 31.

ARTICLE XIV

DONATIONS

The **Association** may accept gifts, legacies, donations and/or contributions in any amount and any form, from time to time, upon such terms and conditions as may be decided from time to time by the Board of Directors.

ARTICLE XV

EVIDENCE OF MEMBERSHIP

- (a) Evidence of Membership.
The **Association** shall have no shares in stock. Since membership cannot be transferred except in connection with the transfer of **Ownership** of a condominium, the **Association** shall not issue formal certificate of membership. The Board of Directors may, at its option, issue informal membership cards to Members and to the members of their respective families who reside in their respective **Units**. The **Association** shall maintain a current membership roll of all Members from time to time.
- (b) Transfer of Membership
Membership in the **Association** shall be transferred only concurrently with the recordation of transfer of **Ownership** of the **Unit** to which it relates. Only one membership for each **Unit** shall be validly outstanding at any time and that shall be in the name of the record **Owner** of the **Unit**. Upon transfer of a **Unit**, the Membership formerly held by the transferor shall be transferred to the transferee.

ARTICLE XVI

AMENDMENT

Section 1. By-Laws.

These By-Laws may be amended by the **Association** in a duly constituted annual or special meeting for such purpose and no amendment shall take effect unless approved by **Owners** representing a majority of the total votes of both Class A Members and Class B Members in attendance at any such membership meeting. No amendment shall conflict with any provision of the Declaration.

ARTICLE XVII

MORTGAGEES

Section 1. Notice to Association.

An **Owner** who mortgages his **Unit** shall notify the **Association** through the manager or management agent, or the president of the Board of Directors, of the name and address of his mortgagee; and the **Association** shall maintain such information in a book entitled "Mortgagees of **Units**". Such notices may likewise be given by any mortgagee directly to the **Association**.

Section 2. Notice of Unpaid Assessments.

The **Association** shall at the request of the mortgagee of a **Unit** report any unpaid assessments due from the **Owner** of such **Unit**.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

(a) Corporate Seal.

The corporate seal of the **Association** shall be in such form as the Board of Directors shall determine and shall contain the name of the **Associations**, the state of its creation and such other matters as may be required by the laws of the state of Texas or as the Board of Directors, in their discretion, may determine. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

(b) Principal Office.

The principal office shall be established and maintained in the County of El Paso, State of Texas.

(c) Other Offices.

Other offices of the **Association** may be established at such places as the Board of Directors may, from time to time, designate or the business of the **Association** may require.

(d) Checks, Drafts, Notes.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the **Association** for all debts of the **Association** shall be signed by the president and countersigned by the Secretary or Treasurer or by such officers as shall from time to time be determined by the Board of Directors.

(e) Notice and Waiver of Notice.

Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated; and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given under these By-Laws may be waived by the person entitled thereto.

(f) Suspension After Hearing.

The Board of Directors after hearing and by majority vote, shall have the right to suspend the voting rights of a Member and the right of a Member to use the public utilities and other facilities of the Common Areas for:

- (1) His failure to pay any common or special assessments as provided in the Declaration; such suspension shall not exceed the period in which said payment remains delinquent; and
- (2) His violation of the rules and regulations of the **Association**, provided that (i) suspension for such cause shall not exceed thirty (30) days for any single violation, and (ii) any such violation shall not be grounds for suspending the Member's right to use the public utilities serving his Unit.

Before any such action may be taken at least ten (10) days' written notice must be given to such Member specifying the charges and stating the time and place of hearing on such charge. At such hearing, the Member shall be given an opportunity to be heard and to present evidence in answer to such charge.

(g) Conflict.

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these By-Laws of the Articles of Incorporation, the Declaration shall control.

January 1983

Additions to By-Laws Camelot Townhomes, Inc.

1. No new Recreational Vehicles may be parked on Camelot Property. Only those now owned by Home Owners may be parked in designated areas.
2. Only one pet per **Unit** will be allowed. Camelot Home Owners who now own more than one pet will be allowed to do so under a grandfather clause invoked by the Board of Directors.
3. The Office of treasurer will now be a Board Member.
4. The treasurer will submit a Quarterly report for the Board, a copy to be kept in the office for all other homeowners to review.