

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

**CERTIFICATE OF RECORDING POA DOCUMENTS
PURSUANT TO §202.006 TEXAS PROPERTY CODE**

INSTRUMENTS ATTACHED FOR RECORDING OR PREVIOUSLY RECORDED:

1. Articles of Incorporation of Los Cerritos Unit II Homeowner's Association, Inc., filed in the Office of the Secretary of State of Texas on July 29, 1997 (4 pages)
2. Declaration of Covenants, Conditions & Restrictions for Los Cerritos Addition Unit II Replat A, recorded in Volume 3018, Page 1728, Real Property Records, El Paso County, Texas.
3. Third Amended Declarations of Covenants, Conditions, Restrictions and Easements for Los Cerritos Unit II Replat A, filed in the Real Property Records of El Paso County, Texas, under Clerk's File No. 20030059747 (43 pages)
4. Amendment to the Third Amended Declarations of Los Cerritos Unit II Replat A, filed in the Real Property Records of El Paso County, Texas, under Clerk's File No. 20040032954 (4 pages)
5. Bylaws of Los Cerritos Unit II Homeowners' Association, Inc. as Amended (10 pages)

PROPERTY DESCRIPTION: (include platted subdivision name & plat recording data)

Los Cerritos Addition Unit II Replat A, as described on Exhibit "A" attached hereto.

POPULAR NAME OF DEVELOPMENT: (if different from platted subdivision name)

Los Cerritos Addition Unit II Replat A

DECLARATION TO WHICH SUBDIVISION IS SUBJECT: (initial recording data)

Declaration of Covenants, Conditions & Restrictions for Los Cerritos Addition Unit II Replat A, recorded on June 26, 2003, as Volume 3018, Page 1728,

Real Property Records, El Paso County, Texas.

NAME OF PROPERTY OWNERS ASSOCIATION: (include legal and popular names, if more than one.)

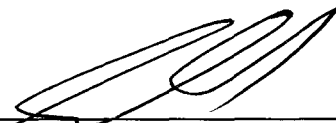
Los Cerritos Addition Unit II Replat A, also known as Los Cerritos Unit II Homeowner's Association, Inc.

CERTIFICATION & EXECUTION

I hereby certify that I have been instructed by the Board of Directors of Los Cerritos Unit II Homeowner's Association, Inc., a Texas property owners association, to execute this Certificate to effect the recording of the instruments attached hereto on behalf of the property owners association, for the purpose of complying with the requirements of Property Code Section 202.006.

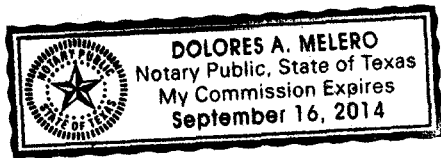
LOS CERRITOS UNIT II HOMEOWNER'S ASSOCIATION, INC., a Texas property owners association

By: DANA Properties, Inc., a Delaware Corporation, its managing agent

By: 
Sheldon Wheeler, Association Manager

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 4th day of April, 2012 by Sheldon Wheeler, Association Manager of DANA Properties, Inc., a Delaware Corporation, on behalf of the sole proprietorship in the capacity as managing agent of Los Cerritos Unit II Homeowner's Association, Inc., a Texas property owners association, on behalf of the association.



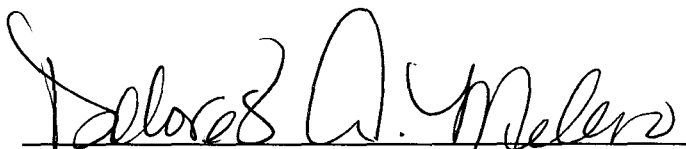

Notary Public, State of Texas

EXHIBIT "A"
TO CERTIFICATE OF RECORDING POA DOCUMENTS
PURSUANT TO §202.006 TEXAS PROPERTY CODE

DESCRIPTION OF SUBDIVISION

Being all of the real property that is subject to the Declaration of Covenants, Conditions, and Restrictions of Los Cerritos Addition Unit II Replat A, recorded as Volume 3018, Page 1728, Real Property Records, El Paso County, Texas, including the property platted as follows:

The plat of the Subdivision is recorded in Volume 71, Page 12, Plat Records, El Paso County, Texas.

1 0 2 4 2 5 1 2 3 4

**ARTICLES OF INCORPORATION
OF
LOS CERRITOS UNIT II HOMEOWNER'S ASSOCIATION, INC.
A NONPROFIT CORPORATION**

FILED
In the Office of the
Secretary of State of Texas
JUL 29 1997
Corporations Section

The undersigned natural person of legal age, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, as set forth in Article 1396-1.01 et seq. of the Texas Revised Statutes, adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation, referred to in these articles as the association, is LOS CERRITOS UNIT II HOMEOWNER'S ASSOCIATION, INC. The association is a nonprofit corporation.

ARTICLE II

A. The specific primary purposes for which the association is formed are to provide for the upkeep, maintenance, preservation, architectural control and repair of the residential lots and the common areas within a certain subdivided tract of real property described as follows: Los Cerritos Unit II Replat "A", an addition to the City of El Paso, County of El Paso, State of Texas as contained in the plat records of the City of El Paso, County of El Paso, State of Texas and to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions to it as may hereafter be brought within the jurisdiction of the association for such purposes.

B. In furtherance of such purposes, the association will have power to:

(1) Perform all of the duties and obligations of the association as set forth in a certain declaration of covenants, conditions, and restrictions, referred to in these articles as the declaration, which is applicable to the subdivision and recorded in the public records of El Paso County, Texas;

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LINE THROUGH
DOCUMENT**

(2) Affix, levy, and collect all charges and assessments pursuant to the terms of the declaration, and enforce payment of them by any lawful means; and pay all expenses related to such enforcement, and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied or imposed on the property of the association;

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(4) Borrow money and, subject to the consent by vote or written instrument of two thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members;

(7) Have and exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

C. The association is organized and will be operated exclusively for the aforementioned purposes. The activities of the association will be financed by assessments on members as provided in the declaration, and no part of any net earnings will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers,

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but excluding persons holding title merely as security for performance of an obligation, will be a member of the association. Membership will be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the association.

ARTICLE IV

The association will have two classes of voting members as follows:

Class A. Class A members will be all owners with the exception of the declarant as such term is defined in the declaration, and will be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons will be members; the vote for such lot will be exercised as such members may determine among themselves, but in no event will more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member will be the declarant, as such term is defined in the declaration, who will be entitled to three votes for each lot owned. The Class B membership will cease and be converted to Class A membership as provided in the declaration.

ARTICLE V

The number of directors constituting the initial board of directors of the association is seven (7), and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
Rodolfo Martinez	1790 Lee Trevino, Suite 400, El Paso, Texas 79935
Jorge Uribe	945 South Mesa Hills Drive, #2010, El Paso, Texas 79912
Tony G. Conde	1790 Lee Trevino, Suite 400, El Paso, Texas 79935

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DOCUMENT**

ARTICLE VI

The street address of the initial registered office of the association is Tony R. Conde, Jr., and the name of its initial registered agent at such address is 2244 Trawood, Suite 206, El Paso, Texas 79935.

ARTICLE VII

The period of duration of the association is perpetual.

ARTICLE VIII

The association will be dissolved and its affairs wound up by two-thirds vote of each class of voting members or when the objects for which the association is organized have been fully accomplished.

ARTICLE IX

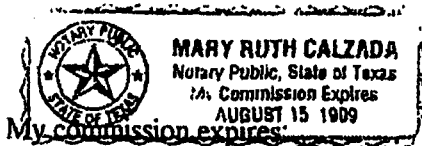
The name and street address of each incorporator is: Tony R. Conde, Jr., 2244 Trawood, Suite 206, El Paso, Texas 79935.

Executed at El Paso County, Texas, on this the 28th day of July, 1997.

[Handwritten signature]
TONY R. CONDE, JR.

State of Texas)
County of El Paso)

I, undersigned notary public, certifies that on July 28, 1997, personally appeared before me Tony R. Conde, Jr., who each being by me first duly sworn, severally declared that he is the person who signed the foregoing document as incorporator, and that the statements contained in it are true. In witness whereof I have hereunto set my hand and seal the day and year above written.



[Handwritten signature]
Notary Public in and for
El Paso County, Texas.

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

**BYLAWS OF LOS CERRITOS
UNIT II HOMEOWNERS'
ASSOCIATION, INC.
As Amended**

January 12, 2010

**BYLAWS OF LOS CERRITOS UNIT II HOMEOWNERS'
ASSOCIATION, INC.**

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1.0 General

The name of the corporation is Los Cerritos Unit II Homeowner’s Association, Inc. The principal office of the Corporation will be located at 1586 Belvidere, El Paso, TX 79912, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the board of directors.

January 12, 2010

2.0 Definitions

All definitions listed in the FOURTH AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LOS CERRITOS UNIT 11 REPLAT "A" shall be the same and apply to these Bylaws.

3.0 Meetings

3.1 Annual Membership Meetings. An annual membership meeting of members shall be held in the month of January each year at a place and time determined by the Board of Directors to:

3.1.1 Review status and accomplishments from the previous year.

3.1.2 Review and comment on the annual budget.

3.1.3 Approve, by simple majority of those present or voting by proxy, plans presented by the Board of Directors for the following year. Plans requiring use of Initial Investment funds require two-thirds majority.

3.1.4 Elect three members to serve on the Board of Directors for the next three years.

3.1.5 Conduct such other business that may be presented by the Board of Directors or a member.

3.2 Special Membership Meetings. Special meetings of members may be called at any time by the president or by the Board of Directors, or on written request of one fourth (1/4) of all owners

3.3 Notice of Meetings. Written notice of each meeting of members will be given by, or at the direction of, the secretary of the Board of Directors or any other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of receiving notice. The notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. The presence at the Annual or Special Membership meetings, either in person or by proxy, of a simple majority of members in good standing will constitute a quorum for authorization of any action, except as may otherwise be provided in the declaration, the articles of incorporation, or these bylaws. If a quorum is not present at any meeting, the meeting shall be adjourned and rescheduled within two weeks. After three failed attempts to gain a quorum, a quorum at the fourth meeting shall determined by those present in person or by proxy.

3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable in writing to the secretary prior to any vote, and the proxy of any owner will automatically terminate on conveyance by such owner of his or her lot.

4.0 Board of Directors

4.1 Number and Qualifications. The affairs of the Association shall be managed by a Board of Directors consisting of a minimum of five (5) members.

4.2 Nomination. Nomination for election to the Board of Directors may be by nominating committee, and may also be made from the floor at any annual membership meeting of members. The nominating committee will consist of a chairperson who is a member of the Board of Directors, and two or more members of the Association. The committee will be appointed by the Board of Directors prior to each annual membership meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment will be announced at each annual membership meeting. The nominating committee will make as many nominations for election to the board of directors as it will in its discretion determine, but in no event will it nominate less than the number of vacancies to be filled.

4.3 Election. Election to the Board of Directors to fill expiring vacancies shall be by secret written ballot at the Annual Membership Meeting. Each member shall vote, in person or by proxy, for a maximum of three (3) candidates. The three candidates receiving the most votes shall be elected for a three (3) year term. In case of a tie vote that affects the results, a runoff election shall be conducted to resolve the winner between the tied candidates

4.4 Board Meetings

4.4.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at a time and place determined by the President.

4.4.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

4.4.3 Quorum. A simple majority of the directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the board.

4.5 Powers.

4.5.1 The board of directors shall have the power to adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guests in using them and to establish penalties for infractions of such rules and regulations.

4.5.2 The board of directors shall have power to suspend the voting rights and the right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may be suspended after notice and hearing, pursuant to the provisions of paragraph 209.006 of the Texas Property Code.

4.5.3 The board of directors shall have the power to exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the declaration, articles of incorporation, or by other provisions of these by-laws;

4.5.4 The board of directors shall have the power to declare the office of a member of the board of directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the board of directors.

4.5.5 The board of directors shall have the power to employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

4.5.6 In the interest of maintaining a harmonious atmosphere within the Los Cerritos community, the board of directors shall not have the power to levy fines on the residents.

4.5.7 The Board of Directors shall have the authority to decide, based on severity, potential remedy and cost risk, whether or not to seek an injunction or other legal action to enforce the Declaration of Covenants, Conditions, Restrictions and Easements for Los Cerritos Unit II Replat "A". A decision to seek a legal injunction or other legal action requires a two-thirds majority of voting Board members for approval. This decision does not preclude any owner from seeking compliance action at their own expense.

4.5.8 Notwithstanding any other sections of the bylaws, the Board shall have the authority to assess a Special Assessment in accordance with Paragraph 6.5 of the Covenants to recoup any special expenses incurred as the result of action taken to correct violations of the covenants or provide services over and above those covered by the Common Assessment (i.e. Cable Service). The assignment of a Special Assessments shall follow the procedure stated in the Covenants and the requirements of Chapter 209 of the Texas Property Code.

4.6 Duties

4.6.1 The Board shall cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one fourth $\frac{1}{4}$ of the members entitled to vote at the meeting.

4.6.2 The Board shall supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed.

4.6.3 The Board shall fix the amount of the annual common assessment against each lot at least thirty (30) days in advance of each annual assessment period.

4.6.4 The Board shall send written notice of each assessment to every owner subject to the assessment at least thirty (30) days in advance of each annual assessment period.

4.6.5 The Board has the authority to foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date and to bring an action at law against the owner personally obligated to pay the same, pursuant to the provisions Covenants and Chapter 209 of the Texas Property Code.

4.6.6 The Board shall issue, or cause an appropriate officer to issue, on demand by any person on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment.

4.6.7 The Board shall procure and maintain adequate liability and hazard insurance on all property owned by the Association.

4.6.8 The Board shall cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

4.6.9 The Board shall cause the common area to be maintained.

4.6.10 The Board shall support all annual and special membership meetings by providing information required by the agenda.

4.7 Term of Office. Board of Director members will be elected for a term of three years unless they are filling a vacancy resulting from a removal or resignation in which case they will serve the remaining term of that representative. This process is intended to have three terms expire each year. Retiring board members may be re-elected to the board.

4.8 Compensation. No director will receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

4.9 Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his or her successor will be selected by the remaining members of the board and will serve for the unexpired term of his or her predecessor.

5.0 Board of Directors Organization

5.1 Enumeration of Officers. The officers of the Association shall be president, vice president and a secretary, treasurer, who will at all times be members of the board of directors, and such other officers as the board may from time to time create by resolution.

5.2 Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each Annual Membership meeting.

5.3 Term. The officers of the Association will be elected annually by the board. Each will hold office for a term of one year unless he or she will sooner resign, or be removed or otherwise disqualified to serve. Individuals may be elected to consecutive terms.

5.4 Special Appointments. The board may elect such other officers as the affairs in the Association may require, each of whom will hold Office for such period, have such authority, and perform such duties as the board may from time to time determine.

5.5 Resignation and Removal. Any officer may be removed from office by a two-thirds majority of the Board of Directors at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice; and the acceptance of such resignation will not be necessary to make it effective.

5.6 Vacancies. A Board of Directors vacancy shall be filled by appointment approved by a simple majority of the active board members. The Director appointed to such vacancy will serve for the unexpired term of the Director he or she replaces.

5.7 Multiple Responsibility. The offices of secretary and treasurer may be held by the same person. No person will simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to paragraph 5.4.

5.8 Duties.

5.8.1 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are efficiently carried out, will sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

5.8.2 Vice President. The Vice President shall act in the place of the President in the event of his or her absence, inability, or refusal to act, and will exercise and discharge such duties as may be required of him or her by the Board.

5.8.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and members, keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as may be required by the board or by law.

5.8.4 Treasurer. The treasurer shall be responsible for the receipt and deposit in appropriate bank accounts all funds of the Association, and shall manage disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association; shall be responsible for maintaining proper books of account; may, at the option of the Board of Directors, cause an annual audit of the Association books to be made by a Certified Public Accountant at the

completion of each fiscal year; and shall direct the preparation of an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members, and perform such other duties as may be required by the board or by law.

6.0 Committees

The President shall appoint a chairman for the architectural control committee, the pool committee, the programs committee, the Covenants Enforcement Committee and the custodian committee, with the approval of a simple majority of the Board of Directors. The Chairman of each committee shall select members of the committee. In addition, the President may appoint such other committees as may be appropriate.

6.1 Architectural Control Committee shall be responsible for assuring that all new construction, improvements and modifications are accomplished in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Los Cerritos Unit II Replat "A". Deviations to the Declaration shall be approved by the Board of Directors.

6.2 Custodian Committee shall be responsible for the maintenance and control of the common areas, including the main gate, visitor parking and the yard maintenance provided to the residences, but not including the pool area.

6.3 Pool Committee shall be responsible for the maintenance and operation of the community pool, including preparation and enforcement of the pool rules as approved by the Board of Directors.

6.4 Programs Committee shall be responsible for communications with the residents, including the monthly newsletter, the Welcoming Committee and social events sponsored by the Association.

6.5 Covenant Enforcement Committee shall be responsible for investigating complaints of Los Cerritos Covenant violations and reporting the results of their investigation to the Board for disposition.

7.0 Collection of Dues and Assessments

7.1 As more fully provided in the declaration, each member is obligated to pay to the Association initial, common and special assessments (annually and otherwise) which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid when due, the assessment bears interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against

the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by non-use of the common area or abandonment of his or her lot.

8.0 Inspection of Records

8.1 The books, records, and papers of the Association will be subject to inspection by any member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association will be available for inspection by any member at the principal office of the Association.

9.0 Revisions

9.1 These bylaws may be amended at a regular or special membership meeting of members, by a vote of a simple majority of a quorum of members present, in person or by proxy.

10.0 Order of Precedence

10.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control. . In the case of any conflict between these Bylaws and Chapter 209 of the Texas Property Code, the Code will control.

The above comprise the Bylaws of LOS CERRITOS UNIT II HOMEOWNER'S ASSOCIATION. INC.

Arthur W. Vogan, Secretary

Maxie Davie, President

18 RC

Doc# 20120025198
#Pages 17 #NFPages 1
4/5/2012 9:31:21 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$80.00

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