

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 Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc., filed in the Office of the Secretary of State of Texas on October 18, 2002 (5 pages)
2. Amendment to the Articles of Incorporation of Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc., filed in the Office of the Secretary of State of Texas on April 13, 2005 (3 pages)
3. Declaration of Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc., filed in the Real Property Records of El Paso, under Clerk's File no. 20020053734 (13 pages)
4. Amendment to the Declaration of Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc., filed in the Real Property Records of El Paso, under Clerk's File No. 20050054755 (2 pages)
5. Bylaws of Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc.(14 pages)

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

Ranchos del Sol Unit Seven, as described on Exhibit "A" attached hereto.

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

Ranchos del Sol Unit Seven

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

Declaration of Covenants, Conditions & Restrictions for Ranchos del Sol Unit

Property Records, El Paso County, Texas. The Amended Declaration is recorded in Volume 4300, Page 553, Real Property Records, El Paso County, Texas.

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


Ranchos del Sol Unit Seven, also known as Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc.

CERTIFICATION & EXECUTION

I hereby certify that I have been instructed by the Board of Directors of Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner'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.


VENTANAS DEL SOL PROPERTY OWNER'S ASSOCIATION, INC. FORMERLY KNOWN AS RANCHOS DEL SOL UNIT SEVEN PROPERTY OWNER'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 24th 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 Ventanas del Sol Property Owner's Association, Inc. formerly known as Ranchos del Sol Unit Seven Property Owner's Association, Inc., a Texas property owners association, on behalf of the association.


Notary Public, State of Texas

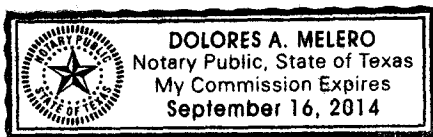


EXHIBIT "A"
TO CERTIFICATE OF RECORDING POA DOCUMENTS
PURSUANT TO §202.006 TEXAS PROPERTY CODE

DESCRIPTION OF SUBDIVISION

Being all of the real property that is subject to the Declaration of Covenants, Conditions, and Restrictions of Ranchos del Sol Unit Seven, recorded as Volume 4041, Page 1944, Real Property Records, El Paso County, Texas. The Amended Declaration is recorded in Volume 4300, Page 553, Real Property Records, El Paso County, Texas, including the property platted as follows:

The plat of the Subdivision is recorded in Volume 76, Page 64, Plat Records, El Paso County, Texas.

**ARTICLES OF INCORPORATION
OF
RANCHOS DEL SOL UNIT SEVEN
PROPERTY OWNERS ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas

OCT 18 2002

Corporations Section

The undersigned, a natural person over the age of eighteen (18) years and a citizen of the State of Texas, acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

NAME

The name of the nonprofit corporation (hereinafter called the "Association") is RANCHOS DEL SOL UNIT SEVEN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE TWO

STATUS

The Association is a non-profit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSE

The purposes for which the Association is organized are to perform charitable activities within the meaning of Internal Revenue Code, Section 501(c)(3) and Texas Tax Code Section 11.18 (c)(1). Specifically, the purpose for which the Association is organized is to be and constitute the Association referred to in the "Declaration of Covenants, Conditions and Restrictions of Ranchos Del Sol Subdivision Unit Seven" (the "Declaration") as the Ranchos Del Sol Unit Seven Property Owners Association, Inc. for the residential project within the City of El Paso, El Paso County,

Texas, as recorded (and amended from time to time) in the Public Real Estate Records of El Paso County, Texas. The purposes of the Association include the operation, repair, replacement, renovation and maintenance of improvements in common areas, to levy assessments against the Association's members for expenses relating to common areas and common area improvements, to provide for an Architectural Review Committee, and to engage in such other charitable activities as may be authorized in the Declaration, or as may be authorized in the by-laws of the Association. The Association shall not engage in any purpose, action or activity which is prohibited by the Texas Non-Profit Corporation Act and by other applicable law. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members.

ARTICLE FIVE

MEMBERS

The Association shall have one or more classes of members. The designation of such class or classes, the manner of election or appointment and the qualifications and rights of the members of each class are set forth within the Declaration and the By-laws of the Association.

ARTICLE SIX

RESTRICTIONS AND REQUIREMENTS

The Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action prohibited by the Act.

The Association shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. The Association shall have no power to take any action that would be inconsistent with the requirements for receiving tax deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Association shall have no power to:

1. Engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.
2. Serve a private interest other than one that is clearly incidental to an overriding public interest.

3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.

4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include the publishing or distributing of statements and any other direct or indirect campaign activities.

5. Have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

6. Distribute its assets on dissolution other than for one or more exempt purposes; on dissolution, the Association's assets shall be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) to be used to accomplish the general purposes for which the Association was organized.

7. Permit any part of the net earnings of the Association to inure to the benefit of any private shareholder or member of the Association or any private individual.

8. Carry on an unrelated trade or business except as a secondary purpose related to the Association's primary, exempt purposes.

ARTICLE SEVEN

INDEMNIFICATION

To the full extent permitted by applicable law, no director of this Association shall be liable to this Association or its members for monetary damages for an act or omission in such director's capacity as a director of this Association, except that this Article Six does not eliminate or limit the liability of a director of this Association for:

1. a breach of such director's duty of loyalty to this Association or its members;
2. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
3. a transaction from which such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's office;
4. an act or omission for which the liability of such director is expressly provided for by statute; or

5. an act related to an unlawful payment of a dividend.

Any repeal or amendment of this Article by the members of this Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director of this Association is not personally liable as set forth in the foregoing provisions of this Article Seven, a director shall not be liable to the full extent permitted by any Amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Association Act hereafter enacted that further limits the liability of a director.

To the full extent permitted by applicable law, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes) fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article, the terms "director" and officers shall mean any person who is or was a director or officer of the Association and any person who, while a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic Association, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

ARTICLE EIGHT

REGISTERED OFFICE AND AGENT

The street address of the Association's initial registered office is 300 E. Main, Suite 908 , El Paso, Texas and the name of its initial registered agent at such address is Larry A. Baskind.

ARTICLE NINE

INITIAL DIRECTORS

The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the person who are to serve as directors are:

George D. Thomas
1560 Goodyear
El Paso, Texas 79936

Francisco Arroyos
1560 Goodyear
El Paso, Texas 79936

Lupe Martinez
1560 Goodyear
El Paso, Texas 79936


ARTICLE NINE

INCORPORATOR

The name and address of the incorporator is:

Larry A. Baskind
300 E. Main, Suite 908
El Paso, Texas 79901

Executed and effective as of this 17 day of October, 2002.



LARRY A. BASKIND

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**BYLAWS
OF
VENTANAS DEL SOL PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

GENERAL

Ventanas Del Sol Property Owners Association, Inc. is the "Association" described within the "Declaration of Covenants, Conditions and Restrictions (the "Declaration") pertaining to Ranchos Del Sol Unit 7 development in the City of El Paso, El Paso County, Texas, recorded in Volume 4041, Page 1944 and amended in Volume 4300, Page 553, Real Property Records of El Paso County, Texas and incorporated herein by reference for all purposes. For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration (on the one hand) and these Bylaws (on the other hand) and unless otherwise required by law, the terms and conditions of the Declaration shall control and govern.

ARTICLE II

NAME, DEFINITIONS, MEMBERSHIP AND VOTING RIGHTS

Section 1. Name. The name of the Association shall be Ventanas Del Sol Property Owners Association, Inc. (herein sometimes referred to as the "Association").

Section 2. Definitions. Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Real Estate Property of El Paso County, Texas which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of the original Declaration.

"Annual Assessment" shall have the meaning specified in Article V of the Declaration.

"Architectural Control Committee" (sometimes referred to herein as the "ACC") shall mean and refer to that particular Committee which is described and explained within Article VIII of the Declaration.

"Assessable Property" shall mean and refer to each and every lot, parcel and tract within

the entire Properties which: (i) the Declaration has subjected to and imposed the payment of an Annual Assessment to the Association; (ii) may have been or will be given a separately identifiable tax or parcel number by the Central Appraisal District of El Paso County ("CAD") or a similar governmental agency; or (iii) is not designated an "open space or otherwise a portion of the Common Facilities. The Declaration intends that each residential Lot within the Subdivision constitute an Assessable Property. However, the Declarant reserves the right and discretion to include or exclude each non-residential Lot from the concept of "Assessable Property" and/or to prescribe a different assessment and/or valuation scheme(s) for any nonresidential Lot which is subjected to covenants which require the payment of assessments to the Association.

"Association" shall mean and refer to Ventanas Del Sol Property Owners Association, Inc., a Texas non-profit corporation.

"Board" shall mean and refer to the Board of Directors of the Association.

"Bylaws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of the Texas Non-Profit Corporation Act and the Declaration.

"Common Facilities" shall mean and refer to any and all areas of land within or adjacent to the Facilities which are known, described or designated as common areas, easements and the like including, without limitation, those shown on any recorded subdivision plat of portions of the Subdivision as well as those not shown on a recorded subdivision plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The Declarant reserves the right to use, during the Development Period, portions of the Common Facilities for business matters directly and indirectly related to the development and sale of houses in the Subdivision. One or more portions of the Common Facilities may from time to time be reasonably limited to private functions, and conversely, one or more portions of otherwise private property may be utilized for Association functions and activities. Declarant shall convey record title to the Common Areas to the Association if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Facilities (particularly along the edges) and to execute any open space declarations applicable to the Common Facilities which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within the Declaration, as amended and of record in Volume 4041, Page 1944 and amended in Volume 4300, Page 553, Real Property Records of El Paso

County, Texas.

“Declarant” shall mean and refer to Carefree Homes I, L.P., a Texas Limited Partnership, as Successor Declarant to Ranchos Del Sol Units 7 & 8, LP and any or any successors or assigns. However, no person or entity merely purchasing one or more Lots from in the ordinary course of business shall be considered a “Declarant”.

“Deed” shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

“Development Period” shall mean a period commencing on the date of the recording of the Declaration in the public real estate records of El Paso County, Texas and continuing thereafter until and ending the later to occur of: (i) substantial completion of all development within the Subdivision, as determined by the Declarant; or (ii) Declarant’s recordation in the Real Property Records of El Paso County, Texas of an instrument specifying the end of the Development Period established by Declarant in Declarant’s sole and absolute discretion (the “Conversion Date”).

“Dwelling Unit” shall mean and refer to any building or portion of a building situated upon the Facilities which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

“Improvement” shall mean any physical change to raw land or to an existing structure which alters the physical appearance, characteristics or facilities of the land or structure, including but not limited to adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any land or structure.

“Lot” shall mean and refer to each separately identifiable portion of the Assessable Property which is platted, filed and recorded in the office of the County Clerk of El Paso County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an “open space” or a portion of the Common Facilities.

“Member” shall mean and refer to each Resident who is in good standing with the Association and who has filed a proper statement of residency with the Association and who has complied with all directives and requirements of the Association.

“Owner” shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot. There shall be only one Owner for each Lot.

"Subdivision" shall mean and refer to the Ranchos Del Sol Unit Seven Subdivision, in accordance with the map and plat thereof filed of record in the Map and Plat Records of El Paso County, Texas, as well as any and all revisions, modifications, corrections or clarifications thereto.

"Trustee" shall mean and refer to that certain individual(s) or entity(ies) elected as Members of the Board of Directors in accordance with these By-laws, and shall perform the duties of the Board of Trustees as specified in the Declaration.

"Zoning Ordinance" shall mean and refer to City of El Paso zoning ordinance, governmental regulations, and all amendments thereto.

Section 3. Membership. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing. During the Development Period, the Association shall have two (2) classes of Members: Class A and Class B. The Class A Members shall include all Owners (other than the Declarant during the Development Period). The Class B Member shall be the Declarant. Upon conclusion of the Development Period, the Class B membership shall terminate and the Declarant shall become a Class A Member.

Section 4. Voting Rights. The Owner(s) of each Lot in good standing shall be entitled to one (1) vote per Lot. An Owner not in good standing shall not be eligible to vote. Where more than one (1) Owner owns and holds a record fee interest in a Lot such Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Lot yield more than one (1) vote. Any Owner shall not be in "good standing" if such person or entity is: (a) in violation of any portion of the Covenants, or any rule or regulation promulgated by the Board and/or any portion of the Zoning Ordinance; or (b) delinquent in the full, complete and timely payment of any Annual Assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of the Declaration, these Bylaws or any rule or regulation promulgated by the Board. The Board may make such rules and regulations, consistent with the terms of the Declaration and these Bylaws, as it deems advisable for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

ARTICLE III

MEMBERS: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be at the principal office of the Association or at such other suitable place convenient to the Members as may be designated

by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Members, whether a regular or special meeting, shall be held on or about one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur within forty-five (45) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within forty-five (45) days of the same day of the same month of each year thereafter, at a specific date and hour set by the Board.

Section 3. Special Meeting. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by two members of the Board of Directors, or upon a petition signed by at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, 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.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to cause notices to be prepared concerning each annual or special meeting of the Association, stating the purpose of the special meeting, as well as the time and place where it is to be held.

Section 5. Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted there unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration

and Section 4 of Article II above.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon loss of good standing by any such Member or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

Section 9. Majority. As used in these Bylaws, the term majority shall mean those votes totaling more than fifty (50%) per cent of the total number of votes cast by voting Members in good standing attending any meeting (or represented by proxy) of the Association.

Section 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of twenty percent (20%) of the Members shall constitute a quorum at all meetings of the Association.

Section 11. Conduct of Meetings. The President (or, in the absence of the President, a Vice President) shall preside over all meetings of the Association, and the Secretary or an Assistant Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 12. Action Without a Meeting. Any action which may be taken by the vote of the voting Members at a regular or special meeting may be taken without a meeting as and to the extent permitted by applicable Texas law.

ARTICLE IV

BOARD OF DIRECTORS: NUMBER, ELECTION, POWERS, MEETINGS

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors During Development Period. During the Development Period, Directors need not be Members.

Section 3. Number of and Voting for Directors. Until the Conversion Date, the affairs of the Association shall be managed by a board of three (3) individuals elected by the Developer. After the Conversion Date, the affairs of the Association shall be managed by a board of not less than three

nor more than seven elected by the Members. The Board, no later than 30 days prior to the annual meeting of the Members, shall file with the Declarant and distribute to the Members (by whatever means the Board may deem reasonable and economical) a certification of the Directors to be elected. The actual election of the directors shall take place in accordance with the Bylaws or, to the extent not inconsistent with the Bylaws, the directives of the then-existing Board.

Section 4. Election and Term of Office. The election process shall occur at the annual meeting of the Members, in accordance with any reasonable procedure approved by the Board. Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at a meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

Section 5. Removal of Directors. At any regular or special meeting or special voting process (in lieu of a meeting) of the Association duly called, where the bona-fide signatures of at least 20% of the Members appear on an appropriate petition, any one or more of the Directors may be removed, with or without cause, by a majority vote of those Members voting in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least five (5) days' notice of the calling of the meeting or the special voting process (in lieu of a meeting) and the purpose thereof and shall be given an opportunity to be heard at the meeting or to communicate his position in connection with the special voting process in lieu of a meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days, may be removed by a majority vote of the remaining Directors at a regular or special Board meeting. In the event of death or resignation of a Director, his or her successor shall be a Member selected by a majority of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Section 6. Voting Procedure for Directors. At each election, the Members or their proxies may cast, with respect to each such director position, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes (which may be a plurality and not a majority) shall be elected.

Section 7. 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, but at least four (4) such meetings shall be held during each Fiscal Year with at least one (1) meeting per quarter. Notice of the time and place of the meeting shall be posted at a prominent place within the Facilities and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Advance notice of the meeting(s) at which the annual budget and/or the Annual Assessment are likely to be discussed shall be reasonably publicized.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telecopy. All such notices shall be given or sent to the Director's business office and/or home address or telephone number(s) as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telecopy shall be delivered, telephoned, or faxed at least seventy-two (72) hours before the time set for the meeting. Notices should be posted at a prominent place within the Facilities not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before, or at its commencement, about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No Director shall receive any compensation from the Association for acting as such.

Section 13. Conduct of Meetings. The President (or, in the President's absence, a Vice President), shall preside over all meetings of the Board of Directors, and the Secretary or an Assistant Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 14. Open Meetings. All meetings of the Board (excluding workshop meetings and meetings to discuss personnel, litigation and other similar confidential matters) shall to the extent possible be open to all Members, but Members other than Directors may not participate in any

discussion or deliberation except as follows in accordance with a format approved by the Directors from time to time:

- (a) the Directors shall publish a meeting agenda and permit Members a reasonable opportunity to express their opinions concerning such agenda matters prior to taking any formal action; and
- (b) the Directors shall allow an "open" or "new business" portion of the meeting in which any Member can express his/her opinion concerning any new or previously non-discussed matter.

The Directors shall at all times have the right to reasonably limit the number of speakers, the time limit for each presentation and speaker, and to adopt other rules of efficiency and decorum.

Section 15. Executive Session and Workshops. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and other business of a similar confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may also attend "workshop" meetings or sessions to discuss long-range concepts, receive educational assistance and training and the like, provided no official action of any sort is taken.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Facilities within three (3) days after the written consents of all the Board members have been obtained.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board of Directors may delegate to one or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of, and/or matters directly or indirectly pertaining to the Managing Agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the Annual Assessment rate charge;
- (b) making assessments to defray the common expenses, establishing the means and

methods of collecting such assessments, and establishing the period of any installment payments of the Annual Assessment;

(c) providing for the operation, care, upkeep, and maintenance of all the Common Facilities;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Facilities and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts and/or banking-type accounts or behalf of the Association (giving, at all times, first preference to the Declarant) and designating the signatories required;

(h) making or contracting for the making of repairs additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members; and

(l) keeping books with reasonably detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members and bona-fide mortgagees, their respective duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Members; and

(m) filing all requisite forms, documents and information with Taxing Authorities; and

(n) permit utility suppliers to use portions of the Common Facilities reasonably necessary to the ongoing development or operation of the Development Plan.

Section 17. Borrowing. The Board of Directors shall have the power to borrow money, without the specific approval of the members of the Association, for the purpose of operation, capital improvements, repair, replacement or restoration of common areas where such proposed borrowing has been reflected in an annual budget of the Association, as initially approved or as amended.

Section 18. Management Agent. The Board of Directors may employ for the Association a professional management agent(s) or executive manager (each and all of whom will be sometimes referred to herein as the "Managing Agent") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Managing Agent shall provide the Board and the officers with reasonable reports, prepared not less than once a month, concerning the affairs of the Association. No management contract may have a term in excess of three (3) years and, where the Declarant or an affiliate of the Declarant is the Managing Agent, the Declarant must permit termination by either party without cause and without any materially adverse termination fee upon at least ninety (90) days advance written notice of such termination.

Section 19. Rights of the Association. With respect to the Common Areas, and in accordance with the Declaration and to the maximum extent permitted by applicable law, the Association shall have the right to contract with any person for the performance of various duties and functions.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Association may include a President, Vice President, Secretary, Treasurer and such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. Any member of the Board, or of the Managing Agent or of the Declarant may serve as an officer.

Section 2. Election. Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the affirmative vote on a majority of the Board of Directors whenever in their judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the annual budget as provided for hereinabove and may delegate all or part of the preparation and notification duties to a finance committee, Managing Agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the Secretary. Such resignation shall take effect on the date of the 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 6. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE VI

COMMITTEES

Section 1. General. Committees to perform such tasks and to serve or such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. The Board shall appoint the chairperson for each committee who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

Section 2. Architectural Control Committee. After the Development Period, the Board of Directors shall appoint an Architectural Control Committee consisting of at least three (3) individuals initially selected and appointed by the Declarant to act in accordance with the provisions of the Declaration and the Design Guidelines.

ARTICLE VII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution

establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Articles of Incorporation, the Declaration, and these Bylaws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) **Inspection by Members.** The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative at any reasonable time and for a proper purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment (or prepayment) of the cost of reproducing copies of documents requested by a Member; and
- (iv) maintenance of confidentiality with respect to records.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make reasonable extracts and copies of documents at the expense of the Association.

Section 5. Amendments. The power and authority to alter, amend or repeal the Bylaws, or to adopt new Bylaws, has been delegated by the Members to the Board of Directors.

We, the undersigned, being all the existing Directors of the Association, do hereby certify that we hereby assent to the foregoing Bylaws and hereby adopt the same as the Bylaws of said Association.

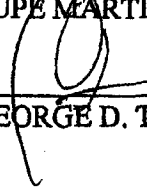
IN WITNESS WHEREOF, we have hereunto subscribed our names as of the _____ day of _____, 2005.



FRANCISCO ARROYOS



LUPE MARTINEZ



GEORGE D. THOMAS

F:\BAS\CarefreeHA\BYLAWS.Ventanas

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF RANCHOS DEL SOL UNIT SEVEN
PROPERTY OWNERS ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas
APR 13 2005
Corporations Section

Pursuant to the provisions of the Texas Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I

The name of the Corporation is Ranchos Del Sol Unit Seven Property Owners Association, Inc.

ARTICLE II

The following amendment to the Articles of Incorporation was adopted by a consent in writing by all members entitled to vote changing the name of the Corporation to VENTANAS DEL SOL PROPERTY OWNERS ASSOCIATION, INC. The Amendment alters or changes Article One of the original Articles of Incorporation and the full text of the provisions altered is as follows:

Article I

The name of the Corporation is Ventanas Del Sol Property Owners Association, Inc.

ARTICLE III

All members entitled to vote have signed a Consent in writing adopting the Amendment dated April 4, 2005.

DATED: April 4, 2005.

**RANCHOS DEL SOL UNIT SEVEN PROPERTY
OWNERS ASSOCIATION, INC.**

BY: 

FRANCISCO ARROYOS, PRESIDENT

F/LBAS/CAREFREE/HOMEOWNERSASSOC/ARTICLES/MAMDT.RANCHOS

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

**CERTIFICATE REGARDING AMENDMENT OF COVENANTS
OF RANCHOS DEL SOL UNIT SEVEN**

This Certificate is made in connection with the Covenants of Ranchos Del Sol Unit Seven as follows:

1. I am Francisco Arroyos, Vice President of Carefree Homes I, LP. I make this Certificate to clarify the status of the covenants of Ranchos Del Sol Unit Seven.
2. A Declaration of Covenants, Conditions and Restrictions for Ranchos Del Sol Unit Seven Subdivision (the "Subdivision") was filed by Ranchos Del Sol Units 7 & 8, LP as Declarant on or about July 19, 2001, of record in Volume 4041, Page 1944, Real Property Record of El Paso County, Texas (the "Original Covenants").
3. Ranchos Del Sol Units 7 & 8, LP as Grantor conveyed to Carefree Homes I, LP as Grantee all lots in the Subdivision except Lots 2 through 11, inclusive, Block 21, Ranchos Del Sol Unit Seven pursuant to a Warranty Deed with Vendor's Lien and Assignment of Rights dated November 9, 2001, filed November 16, 2001, of record in Volume 4123, Page 1654, Real Property Records of El Paso County, Texas. Pursuant to the Warranty Deed, the Grantor conveyed to the Grantee all of Grantor's rights, duties and obligations as Declarant under the Original Covenants and the Grantee assumed all the rights, duties and obligation under the Original Covenants.
4. Ranchos Del Sol Units 7 & 8, LP subsequently conveyed Lots 2 through 11, Block 21, Ranchos Del Sol Unit Seven to Carefree Homes I, LP.
5. Carefree Homes I, LP, as successor to Declarant, filed its Declaration of Covenants, Conditions and Restrictions for Ranchos Del Sol Unit Seven Subdivision filed July 23, 2004 of record in Volume 4300, Page 553, Real Property Records of El Paso County, Texas (the "Amended Covenants").
6. It was the intent of Carefree Homes as Successor Declarant and as Owner of all lots in the Subdivision that the Amended Covenants shall amend and supercede in all respects the Original Covenants.
7. This Certificate is made to clarify the status of Covenants with respect to the Subdivision.

CAREFREE HOMES I, L.P.

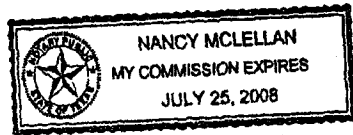
BY: TEXAS CAREFREE, INC.,
Its General Partner

BY: [Signature]
FRANCISCO ARROYOS
Vice President

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 24th day of May, 2005 by FRANCISCO ARROYOS, Vice President of Texas Carefree, Inc., a Texas Corporation, General Partner of CAREFREE HOMES I, L.P., a Texas Limited Partnership, on behalf of said partnership.

SEAL:



[Signature]
Notary Public, State of Texas

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

Doc# 20120025246
#Pages 25 #NFPages 1
4/5/2012 9:31:21 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$112.00

RC
26

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

2012 APR 5 9:31 AM
EL PASO COUNTY CLERK