

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 Villa Escondida Owners' Association, Inc., filed in the Office of the Secretary of State of Texas on November 27, 1970 (3 pages)
2. Condominium Declaration for Villa Escondida Condominiums, filed in the Real Property Records of El Paso County, Texas in Volume 0952, Page 1868 (31 pages)
3. Bylaws of Villa Escondida Owners' Association, Inc., filed in the Real Property Records of El Paso County, Texas in Volume 0952, Page 1868 (31 pages)
4. Bylaws of Villa Escondida Owners' Association, Inc. (as amended January 1, 1981, December 4, 1992 and 1 December 2008) (31 pages)

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

Villa Escondida Condominiums, as described on Exhibit "A" attached hereto.

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

Villa Escondida Condominiums

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

Condominium Declaration for Villa Escondida Condominiums, filed in the Real Property Records of El Paso County, Texas in Volume 0952, Page 1868.

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


Villa Escondida Condominiums, also known as Villa Escondida Owners' Association, Inc.

CERTIFICATION & EXECUTION

I hereby certify that I have been instructed by the Board of Directors of Villa Escondida Owners' 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.

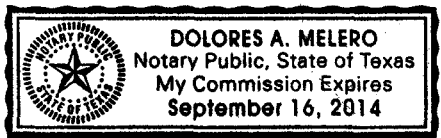
VILLA ESCONDIDA OWNERS' ASSOCIATION,
INC., a Texas property owners association

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 Villa Escondida Owners' Association, Inc., a Texas property owners association, on behalf of the association.



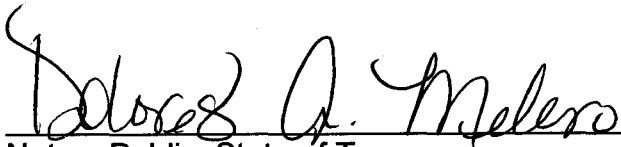

Notary Public, State of Texas

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 Condominium Declaration for Villa Escondida Condominiums, recorded as Volume 952, Page 1868, Real Property Records, El Paso County, Texas, including the property platted as follows:

The plat of the Subdivision is recorded in Volume 952, Page 1868, Real Property Records, El Paso County, Texas.

ARTICLES OF INCORPORATION

OF

VILLA ESCONDIDA OWNERS' ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

NOV 27 1978

We, the undersigned natural persons over the age of ¹⁸ ~~21~~ ^{Salgran} ~~21~~ ^{Deputy Director, Corporation Division} twenty-one years and citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is VILLA ESCONDIDA OWNERS' ASSOCIATION, INC.

ARTICLE TWO

The corporation is a nonprofit corporation, no part of the income of which is distributable to any members, directors, trustees or officers and no part of the net earnings of which shall inure to the benefit of any private individual.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are:

1. To provide a means of administering, preserving and maintaining a condominium project to be known as Villa Escondida Condominiums, all in accordance with the terms and provisions of the Condominium Act of the State of Texas, Article 1301a, Vernon's Annotated Statutes, and the Condominium Declaration for the project filed or to be filed pursuant to the Act in the Condominium Records of El Paso County, Texas;

2. Subject to part 4 of the Texas Miscellaneous Laws Act, to exercise all powers of a nonprofit corporation as set forth in the Texas Nonprofit Corporation Act and to do all other things necessary and proper to accomplish the purposes set out herein and to administer and enforce the provisions of the Condominium Act and the Declaration for said project.

HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT

ARTICLE FIVE

The street address of the initial registered office of the corporation is 420 Texas Street, El Paso, Texas 79901, and the name of the initial registered agent of the corporation at such address is Dan McKinney.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the Corporation is three and the names and addresses of the persons who are to serve as the initial directors are:


| <u>Name:</u> | <u>Address:</u> |
|------------------|--|
| Dan McKinney | 420 Texas Street El Paso, Texas 79901 |
| George D. Thomas | 939 Hawkins El Paso, Texas |
| Bob Hawley | 1851 Trawood El Paso, Texas 79935 |

ARTICLE SEVEN

The names and addresses of the incorporators are:

| <u>Name:</u> | <u>Address:</u> |
|------------------|--|
| Dan McKinney | 420 Texas Street El Paso, Texas 79901 |
| George D. Thomas | 939 Hawkins El Paso, Texas |
| Bob Hawley | 1851 Trawood El Paso, Texas 79935 |

IN WITNESS WHEREOF, we have hereunto set our hands
this the 21st day of Nov., 1978.



DAN MCKINNEY



GEORGE D. THOMAS



BOB HAWLEY


HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

I, WILLIAM J. MOUNCE, a Notary Public, do hereby certify that on this the 21 day of November, 1978, personally appeared before me Dan McKinney, George D. Thomas and Bob Hawley, each of whom being by me duly sworn, declare to me that he is the person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

My Commission Expires:

December 30, 1978.


Notary Public, El Paso County, Texas

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

**By-Laws Of
Villa Escondida Owners' Association
(as amended January 1 ,1981, December 4, 1992, & 1 December
2008)**

**Article I
Name**

The name of the corporation is **VILLA ESCONDIDA OWNERS, ASSOCIATION**, hereinafter referred to as the "Association"

**Article II
Definitions**

Section 1. Association shall mean and refer to VILLA ESCONDIDA OWNERS' ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 2. "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, described as set forth in Exhibit "A", attached hereto for all purposes.

Section 3."Unit" shall mean and refer to elements of a Condominium which are not owned in common with the other Condominium. The boundaries of a Unit shall be the interior surfaces of the perimeter walls, floors ceilings, windows and doors of each unit, the unit and

the air space so encompassed. The unit owner is responsible for said leaks that damage other units and must pay for the damage. 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, shall be conclusively presumed to be its boundaries, rather than metes and bounds, or other description, expressed in the deed or plan regardless of those of a building.

Section 4. "Common areas" shall mean and refer to the entire Project, part excepting those portions thereof which lie within the boundaries or comprise a part of any unit, as here in above defined. I.E. Pool laundry room, Note the home owner is responsible for there guest and renters actions and damage they may cause.

Section 5. Limited Common Area: shall mean a portion of the common areas set aside and allocated for the restricted use of the respective units or others as is or may here in after be designed by

Declarant. I.E. Owners and renters must have a key for the laundry room and bathroom and pool area. Note: the owner is reasonable for there actions, guest and renters. Please see pool rules.

Section 6. "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 member ship in the Association.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association. I.E. Must be a legal owner on the title of the unit.

Section 8. "Owner" shall mean and refer to the record owner, whether 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 security for the performance of an

obligation. I.E. a bank or mortgage company.

Section 9. "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. "Mortgage" shall mean a person or entity to whom the Mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or her its property to another, I.E. the maker of a Mortgage.

Section 11. Wherever the term "Deed of Trust" is used herein, it shall mean and synonymous with the word ;Mortgage;, and the same may be used inter-changeably with the same meaning; and likewise the word ;Trustee; shall be synonymous with the word ; Mortgagor; and the word ; Beneficiary; shall be synonymous with the word ;Mortgagee;.

Section 12. ;Declarant; shall refer to that certain DECLARATION

**OF COVENANTS, CONDITIONS AND RESTRICTIONS for
VILA ESCONDIDA, CONDOMINIUMS, dated November 15,
1978, which was recorded in the Office of the County Clerk of El
Paso County, Texas on 13 November, 1978, under File Number,
book 27 Page 2 Block 13, Chaparral Park unit five. ;Declaration;
shall also include any authorized amendment of the foregoing
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, including contract sellers, but
excluding persons or entities who hold an interest merely as security
for the performance of an obligation, shall be a member of the
Association. No owner shall have more than one membership per
unit. Membership shall be appurtenant to and may not be separated
from ownership of and 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 each member may be suspended by the Board of Directors until such assessment has been paid in full. This also includes turning of the unit water which the association pays for. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days for the first 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 Meeting. Meeting of the Association shall be held at the principal office of the Project or such other suitable place

convenient to the members, as may be designated by the Board of Directors; provided, however, that all meeting shall be held in El Paso County; Texas.

Section 2. Annual Meeting. The first annual meeting of the Association shall be held in El Paso County when 66-1/2 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 meeting of the Association shall be held within 15 days of the anniversary date of the first annual meeting of each succeeding year. At such meeting 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 Meeting. 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 proxy.

Section 4. Notice and Place of meeting. It shall be the duty of the secretary to mail or management to mail or hand deliver 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 there at least (10) days, but not more than (50)fifty 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 the Section 4 shall be considered notice served.

Section 5. Voting. Voting shall be on a Unit basic 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 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 (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 to another entity which does not constitute a sale or sales to individual owner-users shall not convert the respective Class B membership or members to Class A memberships. The Class B Membership shall cease and be converted to Class A Membership upon the happening of

either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A Membership equal the total votes outstanding (53) in the Class B Membership; or

(B) On December 31, 1980

Section 6. majority of owners, As used these By-Laws, the term "mahority of owners " shall mean those Owners holding 51% OF THE TOTAL VOTES OF BOTH Class A Members and Class B Member (if any) determined in accordance with the voting provisions contained herein and in the Declaration.

Section 7. Quorum. (As Amended at the Amended at the Annual Meeting, December 4, 1992). Except as other wise provided in the By-laws, the presence in person or by proxy of forty percent (40%) of the voting eligible members (owners) shall constitute a quorum for the purpose of holding annual and special Owner's meetings.

Section 8. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary or the manger before

the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by an Owner of the 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 twenty-five (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 the Declaration.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (A) Roll Call
- (B) Proof of notice of meeting or waiver meeting.
- (C) Reading of the preceding meeting.
- (D) Report of Officers.
- (E) Reports Of Committees.
- (F) Election of inspectors of election.
- (G) Election of Directors.

(H) Unfinished business.

(I) New business.

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

ARTICLE VI

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 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 I.E. Officers and Directors, including indemnity and other bonds: Owners must provide

a copy of there insurance yearly to the Association, If not the Association will put insurance on there unit and bill the owner, a special assessment for the cost + \$100.00 for ~~there~~ trouble.

C) Contract and pay for maintenance, ^{There} gardening, utilities, materials and supplies and services relating to the common Areas, and employ personnel reasonably necessary for the operating 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 VII

Board of Directors - Selection-Terms 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, Maximum of seven (7) all of whom must be owners of units in the project and in good standing with the Association I.E current on their assessments, excepting as may otherwise be provided in the Declaration.

Section 2. Election and term of office. At the first annual meeting the numbers of the Association shall elect three (3) or more Directors to succeed the original Directors. The term of office of each Director shall be fixe 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.

©) 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 through 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, if any, shall be determined by the Members of the Association. The Board may however give door prizes.

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 Directors. A, E-Mail can be used as well as a phone vote. Any action so approved shall have the same effect as through taken at a meeting

of the Board of Directors.

ARTICLE VIII
MEETING OF DIRECTORS

Section 1. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of the election at such place as shall 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 to legally constitute such meeting, providing a majority of the whole board of Directors shall be present.

Section 2. Regular Meeting. Regular meeting 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 e-mail 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 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 such adjourned meeting, any business which 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, 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 or her 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 IV

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 limited to, the power to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of the members, residents and there guest thereon.

Section 2. Other Duties. In addition to duties imposed by 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.**
- (B) Collection of monthly assessments.**
- ©) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas, pool and the laundry room.**
- (D) Assign parking spaces.**
- (E) Supervise all officers, agents and employees of the Association and see to it that their duties are performed.**

Section 3. Management Agent. The board of Directors shall 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 of the Members of the Association in attendance and 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 judgment, 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 loss, costs and expenses (including counsel fees reasonably incurred by him or her) in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Director or officer of the Association, except as to matters as to which he or she may be finally adjudged in such action, suit or proceeding, to be liable for willful misconduct or bad faith. In the event of a settlement, indemnification shall be provided only in connection with the matters covered by the settlement as to which the Association is advised by 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 or her personal liability for his or her acts and omissions occurring while acting in the

capacity of a Director or Officer of the Association as a common expense as provided by the Declaration.

ARTICLE X OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, 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 officers 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 or her successor elected at any regular 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 matter prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6. President. The president shall be the chief executive officer of the Association. He or she shall preside at all meeting of the Association and of the Board of Directors. He or she 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 the owners from time to time as he or she may in his or her 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 preform his or her duties whenever 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 member of the Board of Directors to so do on an imposed basis. The Vice president shall also perform such other duties as shall from time to time be imposed upon him or her 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 or she shall have charge of such books and papers as the Board of Directors may direct: and shall, in general, perform all 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 or she shall be responsible for the deposit of all moneys and other valuable effects in the name, and 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 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 or her employment and/or compensation.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. (As amended January 1, 1981.) 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 equally upon all units owned, all 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 within his or she 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 and all other accessories belonging to a unit shall be at the owners expense.

©) An owner shall reimburse the Association for expenditures incurred in repairing or replacing any common areas damaged through his or her fault.

Section 3. Use of Family Units-Internal Changes.

(A) All units shall be utilized fro residential purposes only.

(B) An Owner shall not make structural modifications or alterations in his or her 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 (30) days and failure to do so within 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 or Tenant shall observe and abide by all reasonable rules and regulations duly adopted and published by the Board of Directors of the Association. The home owner is reasonable for there tenants actions.

Section 5. Right of Entry.

(A) An Owner or tenant shall grant the right of entry to the manager or management agent or any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his or her unit, whether the Owner is present at the time or not.

(B) An Owner or tenant shall permit other Owners, or their representatives, when so required, to enter his or her unit for the

purpose of performing installations, alterations or repairs to mechanical, electrical or plumbing 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 emergency, such right of entry shall be immediate. The Association is not responsible for damage caused by a leak from the other unit, this action is between the two owners.

ARTICLE XIII

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 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 to include the late charge of \$25.00 for the first month if not paid by the 10th of the month \$50.00 late charge if not paid by the 10th of the following month.

(B) The 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.

©) Proposed Assessments Against Each Member. Copies of the 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) or 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 each member of the Association.

(D) Deposited of Association Moneys. The depository of the moneys of the Association shall be one or more banks or other financial institutions as shall be designed from time to time by the Board of Directors. Withdrawal of moneys from accounts shall only by checks or withdrawal orders signed by such persons as are authorized by the Board of Directors.

(E) Audit. An audit of the accounts 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 (30) days of the completion of the audit, if asked for. A copy of the audit will be furnished to all mortgages, if needed.

(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 total annual assessments against Members for Common Expenses. The premiums of such Bonds shall be paid by the Association , and treated as an item of common expense.

ARTICLE XIII

FISCAL YEAR

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

ARTICLE XIV

DONATIONS

The Association may accept gifts, legacies donations and/or other 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 of stock. Since membership cannot be transferred except in connection

with the transfer of ownership of a condominium, the Association shall not issue formal certificates 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 only. The Association shall maintain a current membership roll of all members.

(B) Transfer of Membership. Membership in the Association shall be transferred only concurrently with the recondition 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

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Association in 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. Note: member must be current on assessments to vote.

ARTICLE XVII

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his or her 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 there mortgagees: and the Association shall maintain such information in a book entitled "Mortgages of Units" . Such notices may likewise be given by any mortgage 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 from the owner of such unit.

ARTICLE XIII

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 Association, 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.

©) 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 or her last known post office address, and such notice shall be deemed to have been given on the day of such mailing or to be hand delivered. Any notice required to be given under these Bylaws may be waived by the person entitled thereto.

(F) Suspension After Hearing. The Board of Directors, after hearing and 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 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) 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) day's 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 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 or the Articles of Incorporation, the Declaration shall control.

RESOLUTION

WHEREAS, the wording of Article XII, Section (f), fidelity Bonds, of the By-Laws of Villa Escondida Owners' Association makes the purchase of fidelity bonds for all officers and employees mandatory as now written;

BE IT RESOLVED that the wording of Article XII, Section (f),
Fidelity bonds, of said By-Laws shall be amended to read as follows;

Fidelity bonds may 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 total annual assessments against Members for common expenses. The premium for such bonds shall be paid by the Association, and treated as an item of common expense.

This Resolution adopted by the membership of Villa Escondida Owners' Association, Inc., this 2nd day of December, 1993. Updated 1 December 2008.



Frances Gonzalez, President



Michele Huguenin, Secretary

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#Pages 37 #NFPages 1
4/5/2012 9:04:53 AM
Filed & Recorded in
Official Records of
El Paso County
Della Briones
County Clerk
Fees \$160.00

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

Della Briones

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