

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 the Community at Hueco Mountain Village Association, Inc., filed in the Office of the Secretary of State of Texas on December 14, 2000 (3 pages)
2. Declaration of Covenants, Conditions and Restrictions for The Community at Hueco Mountain Village Association, Inc., filed in the Real Property Records of El Paso, under Clerk's File No. 97058145 (32 pages)
3. Bylaws of the Community at Hueco Mountain Village Association, Inc. (25 pages)
4. Architectural Guidelines of the Community at Hueco Mountain Village Association, Inc. (6 pages)

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

Hueco Mountain Village and Hueco Mountain Village Replat A, as described on Exhibit "A" attached hereto.

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

Hueco Mountain Village and Hueco Mountain Village Replat A

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

Declaration of Covenants, Conditions and Restrictions for The Community at Hueco Mountain Village Association, Inc., recorded on September 25, 1997, in Volume 3256, Page 14, Real Property Records, El Paso County, Texas.

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

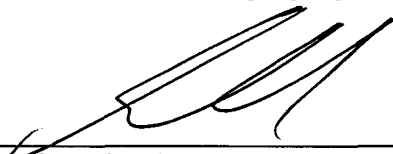
Hueco Mountain Village and Hueco Mountain Village Replat A, also known as Community at Hueco Mountain Village Association, Inc.

CERTIFICATION & EXECUTION

I hereby certify that I have been instructed by the Board of Directors of Community at Hueco Mountain Village 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.

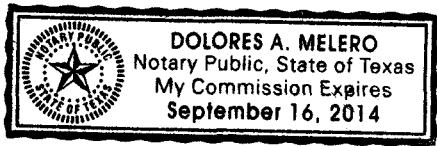
COMMUNITY AT HUECO MOUNTAIN VILLAGE ASSOCIATION, INC., a Texas property owners association

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 Community at Hueco Mountain Village Association, Inc., a Texas property owners association, on behalf of the association.



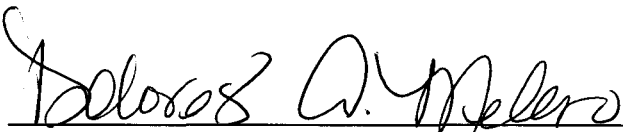

Notary Public, State of Texas

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 for The Community at Hueco Mountain Village Association, Inc., recorded in Volume 3256, Page 14, Real Property Records, El Paso County, Texas, including the property platted as follows:

The plat of the Subdivision is recorded in Volume 72, Page 44, and Volume 76, Page 53, Plat Records, El Paso County, Texas.

ARTICLES OF INCORPORATION
OF
COMMUNITY AT HUECO
MOUNTAIN VILLAGE ASSOCIATION, INC.

We, the undersigned, natural persons over the age of twenty-one years and citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, Article 1396, V.A.T.S., do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is **COMMUNITY AT HUECO MOUNTAIN VILLAGE ASSOCIATION, INC.**

ARTICLE TWO

Corporation is a nonprofit, 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 purpose for which the corporation is organized are:

1. To provide a means of administering, preserving and maintaining a planned residential mobile home development to be known as the Community at Hueco Mountain Village.
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 Declaration of Covenants and Restrictions for said project.

ARTICLE FIVE

The street address of the initial registered office of the corporation is 8201 Lockheed, Suite 235, El Paso, Texas 79925, and the name of the initial registered agent of the corporation at such address is Richard Aguilar.

ARTICLE SIX

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

<u>Name:</u>	<u>Address:</u>
Richard Aguilar	8201 Lockheed, Suite 235 El Paso, Texas 79935
Mike Yardeni	8201 Lockheed, Suite 235 El Paso, Texas 79935

ARTICLE SEVEN

The names and addresses of the incorporators are:

<u>Name:</u>	<u>Address:</u>
Richard Aguilar	8201 Lockheed, Suite 235 El Paso, Texas 79935
Mike Yardeni	8201 Lockheed, Suite 235 El Paso, Texas 79935

IN WITNESS WHEREOF, we have hereunto set our hands this the 14
day of Dec, 2000.


RICHARD AGUILAR


MIKE YARDENI

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SWORN TO on the 14 day of December, 2000, by RICHARD AGUILAR.



Margarita Guerrero
Notary Public in and for the
State of Texas
My Commission expires: _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SWORN TO on the 14 day of December, 2000, by MIKE YARDENI.

Margarita Guerrero
Notary Public in and for the
State of Texas
My Commission expires: _____

Huaco Village / Articles of Incorporation



**BY-LAWS OF
COMMUNITY AT HUECO MOUNTAIN
VILLAGE ASSOCIATION, INC.**

ARTICLE I

NAME

The name of the corporation is **COMMUNITY AT HUECO MOUNTAIN VILLAGE ASSOCIATION, INC.**, hereinafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **COMMUNITY AT HUECO MOUNTAIN VILLAGE ASSOCIATION, INC.**, a Texas non-profit corporation, its successors and assigns.

Section 2. "Project" shall mean and refer to that certain planned residential mobile home community built on that certain real property in the City of El Paso, El Paso County, State of Texas, described as set forth in Exhibit "A", attached hereto for all purposes.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project, with the exception of Common Areas as hereinafter defined. The Project shall consist of 288 Lots.

Section 4. "Common Areas" shall mean and refer to the entire Project, excepting those portions thereof which lie within the boundaries or comprise a part of any Lot, as hereinabove defined.

Section 5. "Limited Common Areas" shall mean a portion of the Common Areas set aside and allocated for the restricted use of the respective Lots or Owners as is or may hereinafter be designated by Developer.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Lot 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.

Section 8. "Mortgage" shall mean the conveyance of any Lot 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 9. "Mortgagee" shall mean a person or entity to whom the Mortgage is made; "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage.

Section 10. "Common Expenses" shall mean all expenses which the Board of Directors deem necessary and appropriate to properly maintain the Common Areas and/or Limited Common Areas.

Section 11. Wherever the word "Deed of Trust" is used herein, it shall mean and be synonymous with the word "Mortgage"; and the same may be used interchangeably with the same meaning; and likewise the word "Trustor" shall be

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

synonymous with the word "Mortgagor"; and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

Section 12. "Developer" shall mean and refer to 11850 MONTANA, LTD. its successors and assigns.

Section 13. "Declaration of Covenants and Restrictions" shall refer to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for THE COMMUNITY AT HUECO MOUNTAIN VILLAGE, which was recorded in Volume 3256, Page 0014, Real Property Records, El Paso County, Texas. "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 Lot 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. Also excluded from membership are any lessees from an Owner. No Owner shall have more than one membership, per Lot. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any common or special assessment levied by the Association, the voting rights and right to use the facilities and public utilities of the Common Areas of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member (except as to the use of utilities) may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for any single infraction of any rules and regulations established by the Board of Directors governing the use of the Common Areas.

ARTICLE IV

PROPERTY RIGHTS- RIGHTS OF ENJOYMENT

Section 1. Place of Meetings. Meeting of the Association shall be held at any suitable place convenient to the Members, as may be designated by the Board of Directors' provided, however, that all meetings shall be held in El Paso County, Texas.

Section 2. Annual Meetings. The first annual meeting of the Association shall be held in El Paso County when 66 2/3% of the Lots have been sold or within one year from the date of close of the first sale of a Lot 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 meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article VII of these By-

Laws. The Owners may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors, upon a petition signed by a majority of the Owners having been presented to the Secretary, or to hear appeals from decisions of the Covenants Committee. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the votes represented at such meeting, in person or by proxy.

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

Section 5. Voting. Voting shall be on a Lot basis and shall be based upon the class of membership held in the Association. The Owner of each Lot, with the exception of Developer, shall be a Class A Member and shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership. When more than one person holds such interest or interests in any Lot, all such

persons shall constitute one Member and the one vote for such Lot 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 Lot. Developer shall be a Class B Member as to each unsold Lot and shall be entitled to one (1) vote for each unsold Lot. An unsold Lot shall mean a Lot in the Project that has not been conveyed to an individual purchaser for his own use by Developer. Transfer of title of a Lot or group of Lots by Developer to another entity which does not constitute a sale or sales to individual owner - users shall not convert the respective Class B Membership or Memberships to Class A Memberships.

Section 6. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners holding 51% of the total votes of both Class A Members and Class B Members (if any) determined in accordance with the voting provisions contained herein.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members who hold two thirds (2/3) of the outstanding Class A votes and the representation in person or by proxy of the Class B Member, so long as it shall exist, shall constitute a quorum.

Section 8. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his Unit.

Section 9. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of the original meeting was called, at which meeting the requirement for a quorum shall be 50% of the total votes of both Class A and Class B (if any) Members, determined in accordance with the voting provisions contained herein.

Section 9. 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 of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

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

ARTICLE V

ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Lots, both sold and unsold, constitute the Members of the Association and have the responsibility of administering the Project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the manager or management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners. This Association as the management body, shall, among other things, have power to:

(a) Enforce applicable provisions of the Declaration of Covenants and Restrictions, By-Laws, organizational rules or other documentation relating to the control and management of the Project;

(b) Contract and pay premiums for casualty, liability, workmen's compensation, and other insurance including indemnity and other bonds relating to Common Areas.

(c) Contract and pay for maintenance, gardening, water, materials and supplies and services relating to the Common Areas, and employ personnel reasonably necessary for the operation of the Project including lawyers and accountants where appropriate;

(d) Pay special assessments or other expenditures 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 upon any Lot when necessary in connection with maintenance or construction for which the Association is responsible.

ARTICLE VI

BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons, all of whom must be Owners of Lots in the Project, excepting as may otherwise be provided in the Declaration of Restrictions and Covenants.

Section 2. Election and Term of Office. At the first annual meeting, the Class B Member shall appoint two (2) Directors and all the Members of the Association shall elect three (3) or more Directors to succeed the original Directors. The term of office of each Director shall be fixed for one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 3. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 4. Directors' Fees. Directors' fees, if any, shall be determined by the Members of the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Actions. Any action voted upon and approved by the Board of Directors shall be placed in writing as a Resolution of the Board of Directors. The Resolutions shall be kept in a Book of Resolutions and said Book of Resolutions shall be made available for review and inspection by the Members.

Section 5. Waiver of Notice. Before or at any meeting of the Board of Directors any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Directors at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members of the Association. These powers shall include, but not be limited to, the power to adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon and the power to grant easements on Common Areas as set forth in the Declaration of Covenants and Restrictions.

Section 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Project the Common Areas, and the Limited Common Areas.
- (b) Collection of monthly assessments from the Owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Limited Common Area.
- (d) Establish and maintain a reserve fund of no less than ____% of the monthly assessments or more than ____%.

(e) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed.

Section 3. Management Agent. The Board of Directors may employ for the Association a manager or management agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 2 of this Article.

Section 4. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority vote and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any non-willful tort, mistake of 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 all loss, costs and expenses (including counsel fees reasonably incurred by him) in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters as to

which he may be finally adjudged in such action, suit or proceeding, to be liable for willful misconduct or bad faith. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith as such Director or officer. The cost of any such indemnification shall be treated and handled by the Association as an item of Common Expense.

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

ARTICLE IX

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, Secretary and a Treasurer, all of whom shall be chosen by and from the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and other officers as in their judgment may be necessary.

Section 2. Election of Officers. The 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 successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/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 among the Owners from

time to time as he may in his/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 perform his 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 other member of the Board of Directors to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/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/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of the secretary as required by the Board of Directors.

Section 9. Treasurer. the Treasurer shall have the 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/she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 10. Compensation of Officers and Employees. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from

employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the project or otherwise, provided that no Director may vote upon any matter providing for his employment and/or compensation.

ARTICLE X

COVENANTS COMMITTEE

Section 1. Number and Qualification. The Board of Directors shall appoint three (3) persons to serve on the Covenants Committee. One (1) such member shall be a person designated by the Class B Member, and the members shall be Owners of Lots in the Project.

Section 2. Term. The term of each member of the Covenants Committee shall be one (1) year.

Section 3. Powers and Duties. The Covenants Committee shall (a) review the external design, appearance, and location of the Lots and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the Common Areas, and (b) monitor and, subject to appeal to Board of Directors, enforce compliance with the provisions of the Declaration of Covenants and Restrictions. In furtherance thereof, the Covenants Committee shall:

- (1) review and approve, modify or disapprove written applications of Owners (other than Developer) and of the Association for exterior

alternations of additions to Lots, improvements thereon or Common Areas.

- (2) Monitor Lots and improvements thereon for compliance with design standards and approved plans for alteration. In this regard, the Committee shall establish guidelines for the age of the manufactured home which may be placed on a Lot.
- (3) Propose design standards for adoption by the Board of Directors.
- (4) Decide cases of alleged infraction of the Declaration of Covenants and Restrictions.
- (5) Propose procedures for the exercise of its duties for adoption by the Board of Directors.

Section 4. Actions. Within forty-five (45) days of receipt of a correctly filed application to be acted upon by the Covenants Committee, the Committee shall issue in writing its approval or disapproval of the application. In the event the Committee either disapproves the application or modifies it, the applicant may appeal the decision of the Covenants Committee to the Board of Directors. If the Committee does not issue its written approval or disapproval within said forty-five (45) day period, approval will be deemed granted.

Section 5. Appeal. An applicant may appeal an adverse Covenants Committee decision to the Board of Directors which may uphold, reverse or

modify such decision by a two-thirds (2/3) vote of the Directors. The Appeal shall be heard at a Special Meeting of the Board of Directors as provided in Article IV, Section 3. above.

Section 6. Funding. The Board of Directors shall annually budget a reasonable fund for the operation for the Covenants Committee, supported by the General Assessment, the expenditure of which shall be at the sole discretion of the Covenants Committee of the Board before any suit against a member is initiated.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All Owners are obligated to pay monthly assessments imposed by the Association to meet all Common Expenses of the Project as that term is defined herein. The assessments shall be made by the Board of Directors of the Association. All Owners are likewise obligated to pay all special assessments imposed by the Association, as provided herein.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work within his own Lot, 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 and maintenance of installations on the Lot such as water, light, gas power, sewage, telephones, ducts, sanitary installations, doors, windows, lamps, air condition/heating equipment, and all other accessories belonging to the Lot or improvement thereon shall be at the Owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Areas damaged through his fault.

Section 3. Use of Lots - Internal Changes and Additions.

(a) All Lots shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications, additions or alterations on his Lot or the improvements located herein without previously notifying the Association in writing, through the manager or management agent, or the President or a member of the Board of Directors or the Covenants Committee. The Owner must submit proposed plans for the structural modifications, additions or alterations to the Covenants Committee for their approval as provided herein.

Section 4. Other Rules of Conduct. An Owner shall observe and abide by all reasonable rules and regulations duly adopted and published by the Board of Directors of the Associations.

Section 5. Right of Entry. An Owner shall grant the right of entry to the manager or management agent or to any person authorized by the Board of

Directors of the Association in case of any emergency originating in or threatening his Lot, whether the Owner is present at the time or not.

ARTICLE XII

SUPPLEMENTARY PROVISIONS

The functions and activities of the Association shall be supplemented by the following provisions.

(a) Assessment Roll. The Association shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Lot. 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 assessment.

(b) Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions and activities of the Association as set forth herein.

(c) Proposed Assessments Against Each Member. Copies of the proposed budget and proposed assessments against each Member of the Association shall be transmitted to each Member of the Association on or before the assessments are made, a copy of the amended budget shall be furnished each Member of the Association concerned.

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

ARTICLE XIII

FISCAL YEAR

The fiscal year of this corporation shall run from January 1 to December 31 of each year.

ARTICLE XIV

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 Lot, 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 on the Lot. The Association shall maintain a current membership roll of all Members from time to time.

(b) Transfer of Membership. Membership in the Association shall be transferred only concurrently with the recordation of transfer of ownership of the Lot to which it relates. Only one membership for each Lot shall be validly outstanding at any time and that shall be in the name of the record owner of the Lot. Upon transfer of a Lot the Membership formerly held by the transferor shall be transferred to the transferee.

ARTICLE XVI

MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Lot shall notify the Association through the manager or management agent, or the President of the Board of Directors, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Lots". 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 Lot report any unpaid assessments due from the Owner of such Lot.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

(a) Principal Office. The principal office shall be established and maintained in the County of El Paso, State of Texas.

(b) 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.

(c) 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.

(d) Notice and Waiver of Notice. Whenever any notice is required by the 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 thereon at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Any notice required to be given under these By-Laws may be waived by the person entitled thereto.

(e) Suspensions After Hearing. The Board of Directors after hearing and by majority vote, shall have the right to suspend the voting rights of the 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 herein; such suspensions shall not exceed the period in which said payment remains delinquent; and

(2) His violations of the rules and regulations of the Association, provided that (i) suspension for such cause shall not exceed thirty (30) days for a single violation and (ii) any such violation shall not be grounds for suspending the Member's right to sue the public utilities serving his Lot.

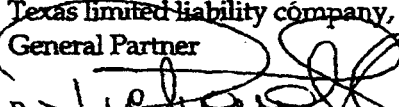
Before any such action may be taken at least ten (10) days' written notice must be given to such Member specifying the charges and stating the time and place of hearing on such charge. At such hearing, the Member shall be give an opportunity to be heard and to present evidence in answer to such charge.

EXECUTED this 14 day of December, 2000.

COMMUNITY AT HUECO
MOUNTAIN VILLAGE
ASSOCIATION, INC., a Texas
non-profit corporation

By: 11850 MONTANA, LTD., a Texas
limited partnership

By: HUECO/MONTANA, L.L.C., a
Texas limited liability company,
General Partner

By: 
Name: RICHARD A. BERGER
Title: MANAGER

Mountain Village/bylaws.doc

INTRODUCTION

The ARC has been established to ensure the continuity in design, which will preserve and improve the Community, and aid in ensuring preservation of property values. Except as to the initial construction by the Declarant, no fence, wall, landscaping, or other improvement of any kind or description shall be commenced, erected, placed, remodeled or altered upon the Project until the location, complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to the ARC and compatibility to surrounding structures, and topography has been approved by the Board of Directors of the Association, or by the Architectural Committee. Repainting the same color as the original paint and rebuilding consistent with the original plans does not require ARC approval.

The ARC or Board of Directors meets on a regular basis to review requests. Architectural Review Request forms must be completed and submitted to the Committee with improvement plans. All required documentation must be attached (i.e., plans, color samples).

Copies of the forms are enclosed; additional forms can be obtained from the Association's property management company, the Board of Directors, or the ARC.

PURPOSE

The Architectural Review Committee was established to carry out the following:

1. Review the external design, appearance, and location of the lots and improvements thereon in such a manner so as to preserve and enhance values and maintain a harmonious relationship among structures and the common areas.
2. Monitor and subject to appeal to Board of Directors, enforce compliance with the provisions of the Declaration of Covenants and Restrictions. In furtherance thereof, the Architectural Review Committee shall:
 - Review and approve, modify or disapprove written applications of Owners and of the Association for the exterior alterations to lots, improvements thereon or common areas.
 - Monitor lots and improvements thereon for compliance with design standards and approved plans for alterations. In this regard, the ARC shall establish guidelines for the age of the manufactured home, which may be placed on a lot. Decide cases of alleged infraction of the Declaration of Covenants and Restrictions.

**HORIZONTAL/VERTICAL
LINE THROUGH
DOCUMENT**

GENERAL GUIDELINES

1. Any condition or material not specifically defined herein shall become a matter for the consideration and determination of the ARC Committee.
2. Approval by the ARC does not constitute waiver of any requirements by applicable governmental agencies. (City of El Paso)
3. ARC approval does not constitute acceptance of any technical or engineering specifications or governmental requirements. The function of the ARC is to review each submittal for conformity to the intent and provisions of the CC&Rs.
4. Approval of plans is not authorization to proceed with improvements on any property other than the applicant's.
5. An oversight by the ARC regarding the CC&Rs or the Standards and Guidelines does not constitute a waiver.
6. **ACCESS THROUGH COMMON PROPERTY IS PROHIBITED.** Access for equipment used in construction must be over or through the applicant's property, not neighboring property. Building equipment and materials must be contained on the applicant's property.
7. In the event construction requires crossing the adjoining property, the applicant must obtain written permission from the adjoining property owner and submit it with the plan submittal.
8. All work must be performed in a manner consistent with the standards of the original residence construction and appearance. Any work performed that is of substandard quality to the established Community will be reworked to an acceptable appearance at the owner's expense.
9. Submittal of color samples of any paint or stain is required when they deviate from the original colors of the residence.

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ARCHITECTURAL DESIGN AND MATERIALS STANDARDS

Improvements must be designed in general conformance with the original architectural style of the residence and the Community at large. The ARC will evaluate plans based on the overall benefit or detriment that would result to the immediate vicinity and the Community generally.

This section further defines appropriate materials for use in modifications and other improvements that are considered typical, and may be "pre-approved" by the ARC. Plans for items that meet the following criteria EXACTLY need not be submitted to the ARC. However, any deviation from these items requires written ARC approval.

I. LANDSCAPING

- a) APPROVAL: The CC&Rs provides for the approval of landscape plans.
- b) LANDSCAPE INSTALLATION: Owners may elect to have an unlandscaped backyard, however, the yard must not be visible from the street or neighboring properties. Gates, walls or shrubbery must be used to screen the unlandscaped area from the street view.
- c) The CC&Rs provide for maintenance and failure to maintain landscaping once it is installed. Failure to maintain installed landscape improvements is a violation of the CC&Rs and is subject to penalty.
- d) Landscaping is considered an integral part of the overall lot. As a design element, consideration must be given to the relationship to adjacent houses and surrounding area.
- e) All landscaping and installation of permanent irrigation systems by an owner remain aesthetically consistent with the design and plan of the Community.
- f) Professionally installed decorative concrete curbing, plastic or wood edging and bender board installed with less than 6" of the material exposed above grade are permitted without prior approval.
- g) The use of decorative rock and gravel is permitted and encouraged. However, Weed control must be addressed on the plans.

II. FENCING AND GATES

- a) No front yard enclosures are permitted.
- b) Rock walls used as separators between lots are permitted as long as the rock wall does not exceed 24 inches tall.

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III. OTHER MODIFICATIONS

- a) SECURITY BARS are not allowed.
- b) SCREEN DOORS installations colored to match the residence door or window frames do not require approval of the ARC.
- c) SOLAR WINDOW SCREENS do not require approval of the ARC if one of the following approved screen colors is used. Silver Grey; Bronze; Dark Bronze; Charcoal; Gold.
- d) WINDOW TINTING does not require the approval of the ARC if the color is light, medium or dark Smoke Grey. The ARC must approve all other colors. Mirror or reflective finishes are prohibited. Window tinting may void your warranty.
- e) BASKETBALL POLES AND BACKBOARDS: Portable basketball goals must be placed in the backyard. Portable basketball goals may not be used in the front of the unit.
- f) SKYLIGHTS AND SOLAR ENERGY EQUIPMENT: The installation of any roof-mounted system to accommodate solar energy equipment or any other equipment must be approved by the ARC. Specific concerns of the Committee will be the color of the materials used in relation to the roof color, and visibility from streets, neighboring properties, and common area. The ARC may require Neighbor Awareness Statements from other owners in the general vicinity.
- g) AWNINGS: Awnings are prohibited.
- h) SATELLITE DISH/RECEIVERS, ANTENNA AND FLAG POLES: Poles, masts, and flagpoles are prohibited. Satellite dishes, receivers, antennas are allowed provided the size of the device does not exceed three feet in height.
- i) EXTERIOR PAINT AND FINISH COLORS: Any change in color from the original exterior colors of any residence or other improvement.
- j) DRAINAGE Each owner is responsible for providing proper drainage on their Lot if the grade established by the Developer during the original construction is altered during the construction of improvements. Approval of plans granted by the ARC will be based upon the assumption that the owner has provided for proper drainage. THE ARC WILL ASSUME NO RESPONSIBILITY THEREFORE.
- k) Garage conversions are prohibited.
- l) ADDITIONS: Additions to any unit must be approved by the Architectural Review Committee.
- m) JUNKED CARS: Junked Cars must be removed off the property within 30 days of last use.
- n) SHEDS: Storage Sheds are permitted and do not required approval from the ARC.
- o) PARKING : Vehicles are only to be parked in designated parking areas. Designated parking areas are streets and drive ways.

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Hueco Mountain Architectural Standards and Guidelines

- p) **PATIO:** Patio Conversions must be approved by the ARC.
- q) **CONCRETE SLABS AND SIDEWALKS:** Concrete sidewalks and slabs require approval from the ARC. Concrete can only make up 40% of a unit's front yard.
- r) **SIDING:** The only material approved for use as siding in any unit is Stucco. Any other material is not approved.
- s) **ROOFING:** Roofing using any material other than the original material used in the construction of the unit requires approval from the ARC.

Exterior Maintenance

If an owner of any lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Review Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any building and other improvements located on the Lot, all at the expense of the owner.

Entry doors, storm doors, windows and screens must be kept in tact. Dents, breaks or any damage will require replacement of the door. Broken window glass and damaged screens must be replaced.

All trash, debris, brooms, ladders, recreational vehicles, garden tools, implements, building materials or similar items shall be kept out of sight.

PROCEDURE FOR OWNERS WHO INSTALLED OR CONSTRUCTED IMPROVEMENTS WITHOUT ARC APPROVAL

THE DECLARATION OF COVENANTS AND RESTRICTIONS REQUIRE THAT ANY IMPROVEMENT MUST BE APPROVED PRIOR TO INSTALLATION. ANY IMPROVEMENT THAT HAS BEEN INSTALLED WITHOUT APPROVAL IS IN DIRECT VIOLATION OF THE COVENANTS AND RESTRICTIONS. THE ASSOCIATION MAY USE ANY REMEDIES PROVIDED IN THE COVENANTS OR AT LAW TO ENFORCE THOSE PROVISIONS.

The ARC will make every effort to approve improvements installed prior to the publication of the Architectural Standards and Guidelines that meet the criteria of the Architectural Standards and Guidelines.

Cooperation with the following process is necessary to ensure compliance with the provisions of the CC&Rs and to circumvent the possibility of applicable penalties for the existing violations.

Hueco Mountain Architectural Standards and Guidelines

In the event the improvement was installed or constructed without a building permit, the owner must obtain a permit and submit it to the Committee with a submittal package as if no construction had taken place (i.e., a complete set of plans.)

AMENDMENTS TO ARCHITECTURAL STANDARDS AND GUIDELINES

The Architectural Standards and Guidelines may be modified from time to time pursuant to the following criteria:

- a) The Board of Directors must approve amendments.
- b) A property owner or other Member of the Association may submit recommended changes to the ARC for consideration.
- c) The ARC shall review recommendations and, if approved by two-thirds of the ARC members, the recommendations shall be forwarded to the Board of Directors for consideration.
- d) Upon approval and adoption by the Board of Directors, the change shall be incorporated into the Architectural Standards and Guidelines. Notice of such adopted amendment will be made in the association newsletter and copies of the amendment will be available to the membership upon request.
- e) All amendments shall become effective upon adoption by the Board of Directors, but shall not be retroactive.
- f) In the event of any conflict between an amended provision of the Architectural Standards and Guidelines and the Covenants and Restrictions and the provisions of the Covenants and Restrictions shall prevail.

NON-LIABILITY FOR APPROVAL OF PLANS

The Hueco Mountain Architectural Review Committee approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with engineering design practices or zoning and building ordinances, or other governmental agency regulations or restrictions. The Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design, be deemed approved from the standpoint of structural safety or conformance with building or other codes. By approving, such plans and specifications, neither the Architectural Review Committee, the members thereof, the Associations, any member thereof, the Board of Directors, any member thereof, or the Declarant assumes any liability or responsibility therefore or for any defect in the structure constructed from such plans or specifications. As provided in the CC&Rs, neither the ARC, any member thereof, the Association, the Board nor Declaring shall be liable to any member, owner, occupant, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval or any plans, drawings, or specifications, whether or not defective, or (ii) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, or specifications.

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Doc# 20120025190
#Pages 37 #NFPages 1
4/5/2012 9:31:21 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$150.00

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.



Delia Briones

EL PASO COUNTY, TEXAS

HORIZONTAL
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