

RULES AND REGULATIONS  
OF THE  
LAS PALMAS CONDOMINIUMS

Obstructions

1. The sidewalks and streets within the regime, entrances and exits to public streets, and drainage passages of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the Project and for proper drainage of water.

Residential Maintenance

2. Each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Lot and Residential Dwelling so as to keep it in good condition and repair. Owner's maintenance includes but is not limited to all interior and exterior surfaces, including those under the ground, roof, appliances, heating, ventilation and air conditioning equipment. Each Owner shall also maintain and repair those portions of the Common Areas subject to an exclusive easement appurtenant to the Owner's Lot. Any balcony, porch or terrace shall not be used for the storage of goods.

Prohibited Operations and Nuisances

3. No owner of any lot located in the Property shall use or permit the use of its property or any portion thereof: (i) for the conduct of any offensive, noxious, noisy or dangerous activity, (ii) for the maintenance of any nuisance or the conduct of any activity which violates public policy, (ii) in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property or any portion thereof, (iv) for any other unreasonable use of either any part of the property not compatible with the operation of a residential community.

No Attachments

4. No Owner shall install, attach, hang or allow to be installed, attached or hung any equipment or wiring, clothing or clotheslines in or across any portion of the Lot or the Common Areas except as approved by the Association. Nothing shall protrude from any fence, wall, patio wall or from any, floor, ceiling, window or door, except as approved by the Association.

Fences and Walls

5. No Owner shall install or place a fence, wall and /or gate of any type within the area defined as the front yard, i.e., from the street line to the front exterior wall and door of the residence. This area is known as the front set back area for this purpose. No chain link fence of

any sort or style shall be permitted any where on the Property. As between the adjoining lots within the Property a wall no higher than five (5') feet may be constructed on the sides of a lot and the wall cannot extend beyond the front exterior wall of the residence on the Lot. Further, no side walls between adjacent lots may be constructed without the Board's and Architectural Committee's Approval.

### Signs

6. A Lot Owner who is marketing his lot and/or residential home for sale or lease may place one professionally made traditional yard sign of not more than eight (8) square feet advertising the lot or home for sale or lease. No other sign or object may be erected, placed or permitted to remain on the property or be visible from the windows of any surrounding dwellings without the Boards prior written approval. The Board may specify the location of any other signs or may object to a particular sign being utilized by an owner. The Owner may during an election period place no more than two (2) signs on his lot advertising a candidate of his choice provided the signs are not in excess of ten (10) square feet combined. However, upon the election being over the Owner shall remove the election signs within five (5) days from the date of the election.

### Animals

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Lot or in the Common Areas, except that dogs, cats, or other household pets may be kept in the Lot(s), subject to the Rules and Regulations adopted by the Board. However, no more than two (2) house pets may be kept or maintained on each lot. Household pets must be maintained inside the residence, however, they may be kept inside a fenced yard provided they do not create a nuisance or disturb the neighbors of other lots. Further, each lot Owner is responsible for the removal of the pet waste from their Property so as not to create a nuisance or health hazard. Each Owner must restrict his pet from relieving itself in the Common Areas or upon the lot of another Owner. If the animal does relieve itself in a Common Area or within the confines of another Owner's Lot, then the pet Owner shall remove the waste to an appropriate receptacle upon the occurrence of the dropping.

### Flags

8. Within the Property each Lot Owner shall have the right to display the flag of the United States of America and/or the State of Texas on his Lot in a respectful manner and subject to any restrictions set forth by the Association as to size, height, illumination and location. All flags displayed shall comply with any public ordinances relating to display of flags. No other flags shall be displayed on the lot or in the Common Areas, except by Board Approval.

### Xeriscape Landscaping

9. The landscaping in the front of each lot shall be Xeriscape. Further, the Architectural Committee shall approve the front landscaping for each lot. No person may perform any landscaping, planting or garden on a Common Area without the Boards prior written approval.

## Exterior Lighting

10. Exterior lighting shall be shielding to prevent glare and directed away from neighbors yards, shall conform to the ordinances of the City of El Paso and shall be consistent with the Architectural Committee's regulations.

## Antennas and Electronic Equipment

11. The Architectural Committee shall designate places for antennas or satellite, other electronic and telephonic equipment to each Lot Owner. Further, any radio, electronic, microwave, cable or satellite reception for televisions and other radio and electronic equipment shall be subject to the regulations of the Architectural Committee and the Board of the Association. Such equipment shall be unobtrusive and shall not create any nuisance to Lot neighbors and other members of the Las Palmas Community. The Association shall adopt reasonable rules for the location, appearance, screening and installation of any and all antennas, satellite equipment and any other similar equipment. The Owner shall be liable for any damage or injury caused by any radio, television, or other electronic and /or telephonic equipment in the Owner's Lot.

## Vehicles

12. All vehicles on the Property shall be subject to the rules and regulations of the Association's Board. The Board may adopt rules and regulations regarding the size and number of vehicles each lot Owner shall be entitled to own and where said vehicles may be located. Recreational vehicles may not be stored on the Property. A Lot Owner may not leave a recreational vehicle or trailer parked in its driveway for more than forty-eight (48) hours in any one time. If a Lot Owner leaves a recreational vehicle, a motor vehicle, a truck or trailer outside parked in its driveway for more than forty-eight (48) hours, the Board has a right to deem the parking of that vehicle after forty-eight (48) hours as a nuisance. The Board may require the Owner of the Lot to remove the vehicle upon written notice being given to the Lot Owner.

## Vehicle Parking

13. No Owner shall park any automobile or other motor vehicle in the Common Areas except in spaces designated for the Owner or invitees by the Board. No owner, or their agent, guest, or invitee shall park any inoperable vehicle or any vehicle that does not have a current registration or safety inspection sticker, any motor home, trailer, camper, boat, commercial vehicle other than standard size pick up truck, or recreational vehicle in the Common Areas, for any purpose other than temporary unloading, except as may be provided in the Rules and Regulations or with the consent of the Association.

#### Decorating Terraces or Balconies

14. No terrace or balcony shall be enclosed, decorated, landscaped, or covered by any enclosure or other device without the written consent of the Board of Directors or the Managing Agent.

#### Inflammables

15. No Owner or any of the Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Owner's Unit any flammable, combustible, or explosive fluid, material, chemical, or other substance, except for normal household use.

#### Traffic Regulations within the Property

16. All Owners and their tenants shall observe and obey all traffic signs installed within the Property by the Association including, but not necessarily limited to, speed limit signs and no parking signs.

#### Entrusting Keys

17. If any key or keys are entrusted by an Owner, any member of an Owner's family, or the Owner's agent, servant, employee, licensee, or visitor to an employee of the Board of Directors or to an employee of the Managing Agent, whether for the Owner's Unit, automobile, trunk, or other item of personal property, the entrusting of the key shall be at the sole risk of the Owner, and neither the Board of Directors nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected with the entrustment of the key.

#### Miscellaneous

18. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities, except on the written consent of the Board.

19. There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Areas. The Board is authorized to adopt such Rules.

#### Owners' Association

20. The regulations herein stated are subject to additions, modifications and amendments by the Owners Association's Board of Directors, and any consent or approval given or required under these rules and regulations may be added to, amended, or replaced at any time by a resolution of the Board of Directors.

The aforementioned adopted by resolution of the Board of Directors on June 1, 2007.

RESIDENTIAL HOME OWNERS ASSOCIATION  
OF LAS PALMAS, LLC

By: 

Its: \_\_\_\_\_

LAS PALMAS  
CONDOMINIUM INFORMATION STATEMENT

EXHIBIT "E"

CERTIFICATE OF FORMATION

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Residential Owners Association of Las Palmas  
File Number: 800797648

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/04/2007

Effective: 04/04/2007



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Misty Shaw

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