

**BYLAWS
OF
LOS COMPADRES HOMEOWNERS ASSOCIATION, INC.
(A Texas Nonprofit Corporation)**

ARTICLE I.

The name of the corporation is LOS COMPADRES HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "Association," a Property Owners Association, as that term is defined in Texas Property Code Section §209.002(7). The abbreviated form of the name is LCHOA, not LCHOA, Inc.

ARTICLE II.

CONFLICT

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control. In case of conflict with Chapter 209. Texas Residential Property Owners Protection Act (Hereafter referred to as TRPOPA), its requirements shall control.

ARTICLE III.

DEFINITIONS

- 3.1 The "**Project**" refers to and means the entire real estate described in the recorded plat of LOS COMPADRES SUBDIVISION.
- 3.2 "**Lot**" refers to and means any plot of land including any improvements thereon shown upon the recorded subdivision map of the Project which is not owned in common with the other owners of the other lots.
- 3.3 "**Owner**" shall mean and refer to the recorded owner, whether one or more persons or entities, of a Lot which is a part of the Project, but excluding those having such interest merely as a security for the performance of an obligation.
- 3.4 "**Common Areas**" shall mean and refer to those areas of land and improvements thereon, shown on the Subdivision Plat of the Project, which are intended to be devoted to the common use and enjoyment of the members. Common Areas as defined herein shall include Common Open Space defined herein below. The Common Area shall be owned, maintained and managed by the Association as provided herein and in the Revised Declaration of Covenants, Conditions and Restrictions for Los Compadres Subdivision.

3.5 “**Common Open Space**” shall refer to and have the same meaning as that term is defined in Article 25-21.2 of the El Paso City Code, which definition is incorporated herein for all purposes.

3.6 “**Association**” shall mean and refer to Los Compadres Homeowners Association, Inc., a non-profit corporation, its successors and assigns, of which each Owner shall be a member.

3.7 “**Member**” shall mean a member of the Association. Since an owner is automatically a member of the Association, the use of one or the other term has the same meaning.

3.8 “**Common Assessment**” shall mean and refer to that portion of the cost of maintaining, improving, repairing and managing the Common Area and other expenses as provided herein, which is charged to the Owner of each respective Lot.

3.9 “**Special Assessment**” shall mean and refer to a charge against a particular owner and his Lot equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of the Declaration and these Bylaws.

3.10 “**Common Expense**” shall mean:

(a) Expense of or reasonable reserves for the maintenance, management, operation, repair and replacement of the Common Areas as to which it is the responsibility of the Association to maintain, repair, and replace, including the cost of unpaid Special Assessments;

(b) The cost of capital improvements to the Common Areas which the Association may from time to time authorize;

(c) The expense of management and administration of the Association, including, without limitation, compensation paid or incurred by the Association to a Manager, Accountant Attorney or other employees or agents.

(d) Any other item or items designated by or in accordance with other provisions of the Revised Declaration or these Bylaws to be Common Expenses, and any other expenses reasonably incurred by the Association on behalf of all Owners.

3.11 “**Special Expenses**” shall mean:

(a) Expenses incurred by the Association for the repair of damage or loss to those portions of the Project as to which it is the responsibility of the Association to maintain, caused by the negligent or tortuous acts or neglect of an Owner for which there shall be insufficient or no insurance coverage; and

(b) Any other item or items designated by or in accordance with the other provisions of these Bylaws to be Special Expense.

3.12 **“Party Wall”** shall mean a wall or fence upon the Project on or near the dividing line between two Lots, as a common part of, or an appurtenance to adjoining dwellings.

3.13 **“Declaration”** shall refer to that Revised Declaration of Covenants, Conditions and Restrictions for Los Compadres Subdivision, dated May 11, 2015, which was recorded in the Office of the County Clerk of El Paso County, Texas on November 10, 2015, as Document No. 20150079639. **“Declaration”** shall include any authorized amendment of the foregoing instrument.

3.14 **“Rules and Regulations”** shall mean the rules and regulations governing the use of the Common Areas and the recreational facilities, if any, duly adopted by the Association.

3.15 **“Gender.”** Words of any gender used in these Bylaws, the Declaration or the Articles of Incorporation shall be held and construed to include any other gender and words in the singular shall be held to include the plural, unless the context otherwise requires.

3.16 **“Policies and Procedures”** mean Rules and Regulations of the Association as established by the Board. The Texas Residential Property Owners Protection Act, Chapter 209 of the Property code refers to Policies and Procedures. Policies and Procedures shall be considered synonymous with Rules and Regulations of the Association.

ARTICLE IV.

MEMBERSHIP

4.1 Every person or entity who is an Owner of a Lot which is subject by the Declaration to assessments by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner 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,

4.2 Before the Board of Directors file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an Association’s lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent must give written notice to the owner by certified mail, return receipt requested.

The notice must:

(1) describe the violation or property damage that is the basis for the charge, or fine and state any amount due the Association from the owner; and

(2) inform the owner that the owner:

- is entitled to a reasonable period to cure the violation and avoid the fine unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months;
- may request an Alternative Dispute Resolution hearing under the TRPOPA, Section 209.007, on or before the 30th day after the date the owner receives the notice; and
- may have special rights of relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

ARTICLE V.

PROPERTY RIGHTS

Each Member shall be entitled to the use and enjoyment of the Common Area as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas to the members of his family who reside with him on his Lot or to his Tenants. Such Member shall notify the Secretary of the Association in writing of the names of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as the Member.

ARTICLE VI.

MEETING OF MEMBERS

6.1 Meetings 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.

6.2 The annual meetings of the Association shall be held by the end of February. At such meetings there shall be elected by a ballot of the Owners, a Board of Directors in accordance with requirements of Article VII of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

6.3 It shall be the duty of the President or Vice 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 the 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.

6.4 It shall be the duty of the Secretary to notify all members 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 thereat at least ten (10) but not more than fifty (50) days prior to such meeting in accordance with Article XIII.

6.5 Voting shall be on a Lot basis. The Owner of each Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership except, that Owners owning two adjoining Lots and who qualify for a single assessment under § 6.2(c) of the Declaration shall be entitled to only one vote.

6.6 As used in these Bylaws, the term "majority of Owners" shall mean those Owners holding 51% of the total votes, determined in accordance with the voting provisions contained herein and in the Declaration.

6.7 Except as otherwise provided in these Bylaws, the presence in person or by proxy or absentee ballot of a "majority" of Owners as defined in Section 3.3 shall constitute a quorum. A member who is physically present shall be so noted and counted as part of the quorum whether or not he has signed the sign-in sheet. If a person does not wish to be included as part of the count for a quorum he must so announce and then depart. Should this occur, his initial presence and subsequent departure shall be noted in the minutes.

6.8 If a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present and represented.

6.9 Procedures for ballots, voting and recount are set forth in Article XVII.

6.10 If the Board does not call an annual meeting of the Association members, an owner may demand that a meeting of the Association members be called not later than the 30th day after the date of the owner's demand. The owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the property owners' Association and to the Association at the address for the Association according to the most recently filed Management Certificate. A copy of the notice must be sent to each property owner who is a member of the Association.

6.11 If the Board does not call a meeting of the members of the property owners' Association on or before the 30th day after the date of a demand under Subsection 6.10, three or more owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of El Paso County. The notice filed must comply with the requirements of Section 209.014 of the TRPOPA.

6.12 Unless the notice of meeting states otherwise, the order of business at annual meetings of the Association shall be as follows:

- Determine votes present by check-in procedure
- Announcement of quorum

- Proof of Notice of Meeting
- Appointment of Tellers qualified as a Tabulator in accordance with §17.5
- Reports
- Election of Directors
- Unfinished Business
- New Business
- Adjournment

ARTICLE VII.

BOARD OF DIRECTORS

7.1 The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) and no more than seven (7) members of the Association.

7.2 At each annual meeting of the Members of the Association, the Members shall elect two (2) or more Directors to succeed the current Directors. The term of office of each Director, except the Treasurer, shall be fixed for two years. The Treasurer shall hold office for two years and cannot be reelected as Treasurer more than one additional two year term. The Directors shall hold office until their successors have been elected and hold their first meeting. Members of the Board of Directors shall be elected by plurality of the votes cast at the annual meeting of the Members of the Association. A partial year as a Board member shall count as a full year.

If enacted this goes into effect for those Board members elected in January 2008, except that those members of the Board who originally joined the Board prior to January 2006 shall count 2006 as their first year of a two year term.

7.3 Nominees to the Board may be made in advance or from the floor of the Annual or Special Meeting. If a nominee is not present at the meeting, to be eligible to be elected to the Board the President must have a signed statement from the individual that they agree to serve if elected.

7.4 Board members shall be voted for on an individual basis, not as a slate.

7.5 Newly elected Board members must be present at the first Board meeting following election unless extenuating circumstances prevent attendance. Failure to attend the initial Board meeting, exempt extenuating circumstances, or three consecutive regularly scheduled Board meetings or more than half of the Board Meetings in a six month period, even under extenuating circumstances shall constitute voluntary resignation as a member of the Board and any office to which elected.

7.6 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 though they may constitute less than a quorum, and each person so elected shall be a Director until the successor is elected at the next annual meeting of the Association.

7.7 Directors shall serve without compensation.

7.8 The first meeting of the Board of Directors shall be held within thirty (30) days of election for the election of officers for the coming year. Until this meeting is held and new officers are elected the existing officers still hold office and are responsible for performing their duties.

7.9 Regular meetings of the Board of Directors may be held at such time and place, within El Paso, as shall be proposed by the President, from time to time, and agreed to by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by telephone or email, seven (7) to three (3) days prior to the day named for such meeting. Other members of the Association shall be notified of the Board meeting in accordance with Section 16.2.

7.10 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.

7.11 Before 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 Director 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.

7.12 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 Bylaws, 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 Common Areas and the personal conduct of the Members and their guests thereon.

7.13 In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Project and the Common Areas.
- (b) Collection of assessments from the owners.

(c) Designation of successors on the Architectural Control Committee.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project and the Common Areas.

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

7.14 The Board of Directors shall preside over and hear appeals from the decisions of the Architectural Control Committee in accordance with the following process.

(a) A Member shall file a written statement within ten (10) days after receipt of the decision of the Architectural Control Committee setting forth in detail the item or items that the Architectural Control Committee has failed to approve and the reasons why such decision should be reversed.

(b) The Board of Directors, shall, within ten (10) days give the appealing Member written notice of the time and place of the hearing of such appeal.

(c) The Member and a member of the Architectural Control Committee shall be given an opportunity to be heard and present evidence on support of their respective positions.

(d) The decision of the Board of Directors shall be rendered within ten (10) days after the hearing.

(e) In event that the Board of Directors fails to render its decision within ten (10) days, the decision of the Architectural Control Committee should be deemed to be affirmed.

A record of the above process shall be maintained and be made available for review by any interested member of the Association. If a hearing is held, the minutes of the hearing shall be treated as Minutes of any other meeting of the Board.

7.15 The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees as necessary.

7.16 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 and a successor may then and there be elected to fill the vacancy thus created. Any Director's removal as then proposed by the Members, shall be given an opportunity to be heard at the meeting.

7.17 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 attorneys 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 of 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 as provided in the Declaration.

7.18 The Association shall 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 at the Association, the cost of which shall be paid by the Association as a Common Expense as provided in the Declaration.

7.19 If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude not more than 20 years before the Board is presented with the evidence, the board member is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

ARTICLE VIII.

OFFICERS

8.1 The Officers of the Association shall be a President, Vice President, Secretary and a Treasurer, who shall be members of and chosen by the Board of Directors at its annual meetings, and shall serve for and during the period until the next annual meeting of the Board, or until their successors have been chosen and qualified. Any two or more offices may be held by the same person, except the Offices of President and Secretary.

8.2 Officers may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

8.3 Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of 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.

8.4 Any vacancies occurring in any office shall be filled by the remaining Board of Directors, even though they may constitute less than a quorum. The Officer elected to such vacancy shall serve for the remainder of the term of the Officer he replaces.

8.5 The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 discretion decide is appropriate to assist in the conduct of the affairs of the Association. Unless the Association has an attorney performing this function, the President shall serve as the Registered Agent for the Association. The President shall be responsible for complying with a request for a Resale Certificate from a property owner, purchaser, prospective purchaser's agent, title company, or seller in accordance with the Texas Property Code §§207.003.

8.6 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

8.7 The Secretary shall keep the Minutes of all meetings of the Board of Directors and Minutes of all meetings of the Association; have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all of the duties incident to the officer of the secretary or as required by the Board of Directors. The Secretary shall be responsible for filing all reports required by the Texas Department of State and for retaining all non-financial records in accordance with the LCHOA Records Retention Guidelines. Periodically and after each Annual Meeting the Secretary shall review and update, if necessary, the Management Certificate and record the updated one with the El Paso County Clerk of Court, maintaining files of all such correspondence.

8.8 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 shall be responsible for the deposit of all monies and other valuable affects 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. The Treasurer shall also prepare an Annual Financial Report prior to each annual meeting in such form and containing such information as may be from time to time directed by the Board of Directors, and such other financial records and reports as may be requested by the Board of Directors. The Treasurer shall be responsible for retaining all financial records in accordance with the LCHOA Records Retention Guidelines.

ARTICLE IX.

GENERAL 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 of the Association shall be supplemented by the following provisions:

(a) The Association shall use generally accepted accounting principles to maintain computerized accounts of the Association, with sufficient detail to track its expenses and income and provide for budgeting. This shall include accounting entries for each assessable unit.

(b) The Board of Directors shall develop an Operating and Capital Expenditure 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. The Capital Expenditure Budget shall address long term needs as well as the upcoming year.

(c) Copies of the proposed budget, an unaudited financial statement and proposed assessments against each Member of the Association shall be made available to each Member of the Association by placing on the web site on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are distributed, a copy of the amended budget shall be placed on the web site.

(d) The depository of the monies 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, or transfer, of monies in excess of \$5000 from such accounts shall be only by check or withdrawal orders signed by two persons as are authorized by the Board of Directors.

(e) An Audit Committee, consisting of three members, shall be appointed by the Board for the purpose of verifying the accuracy of the Association's financial records, confirming bank accounts have been reconciled, bills paid and members properly assessed and for examining the current accounting procedures of the Association and making recommendations for improvement. The Audit Committee shall also conduct an audit of financial and other records and the Association's retention procedures with respect to compliance with the TRPOPA. One of the members should be an accounting professional if possible. Audit committee members can, but are not required to, be a member of the Board, except the Treasurer cannot be a member. The committee shall develop, and update over time, their own written guidelines for conducting the audit and pass them on to subsequent members. The audit committee shall review the records annually after the close of the fiscal year. In addition, they shall conduct a review if there is a change in Treasurer outside of the normal cycle. The report of the annual review shall be submitted to the Board by the second meeting of the new Board or within 45 days following a change

in Treasurer out of cycle. The report of such reviews shall be placed on the web site after approval by the Board.

(f) Fidelity Bonds, or the insurance equivalent, shall be required by the Board of Directors for all Officers and employees of the Association and for any contractor handling or responsible for monies of the Association. The premium of such bonds shall be paid by the Association, and treated as an item of Common Expense.

(g) The fiscal year of this corporation shall be the calendar year.

(h) The Association may accept gifts, legacies, donations and/or contributions in any amount and in any form, from time to time, but on such terms and conditions as may be decided from time to time by the Board of Directors.

(i) A corporation seal shall not be required. If the Board of Directors shall determine that a seal is necessary, it 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 facsimile thereof to be impressed, fixed, reproduced or otherwise.

(j) All checks, drafts or other orders for the payment of money, notes or evidences or indebtedness issued in the name of the Association for all debts of the Association shall be signed by the Treasurer or by such Officer as shall from time to time be determined by the Board of Directors. Checks in excess of \$5000 shall be countersigned by the President or another member of the Board.

(k) Whenever any notice is required by these Bylaws to be given, personal notice is not meant unless expressly so stated. If a lot is owned by more than one person, notice to one co-owner shall be deemed to be notice to all co-owners. Delivery of notices shall be in accordance with § 9.5 of the Declaration.

(l) Any unbudgeted expenses in excess of \$5000 must be approved by a plurality of members in attendance at a Special Meeting.

(m) The parliamentary procedures of the current edition of *Robert's Rules of Order Newly Revised* shall be used for the conduct of the Annual and Special Meetings except that voting procedures shall allow the use of proxy voting and absentee ballots. Motions made from the floor must be seconded by another individual present at the meeting. They cannot be seconded by the person making the motion using another's proxy, nor can they be seconded by the spouse of the individual using joint owned property as the basis of membership. In addition, voting on motions made from the floor shall be made in writing and signed on generic ballots. Placing Minutes on the Association's members-only website does not constitute "Publishing" the Minutes in the sense of *Robert's Rules of Order*,

Article X Section 60. Due to TRPOPA mandated voting tabulation and recount procedures, Roll-Call Votes shall not be allowed.

(n) Within two weeks following an Annual or Special Meeting, the Secretary shall post draft Minutes on the Association's web site for review and comment. A blank copy of the ballot and any ballot explanatory material sent out prior to the meeting shall be appended to the Minutes as part of the record of the meeting. Comments shall be submitted to and accepted by the Secretary until six weeks after the draft minutes were posted. The Board shall vote on approval of the Minutes for the Association at the first Board meeting following the closeout of the comment period. Such approved Minutes shall constitute the official record of the meeting.

(o) Commencing in 2014, the Board shall conduct a formal Reserve Study and update it with a visual inspection every three years and present it to the members as part of the Treasurer's Report at the annual meeting of members, with the initial report due at the 2015 Annual Meeting. The Reserve Study shall consist of two parts, a Physical Analysis and a Financial Analysis. The Physical Analysis is a listing of all physical property maintained by the Association with an assessment of its current condition, expected life, annual maintenance and replacement cost. The Financial Analysis is an analysis of the current assessment, Current and Reserve funds and their ability to meet current and future expenses, taking into consideration inflation and expected increases in replacement costs of major items or major expenses such as resurfacing of roadways. Following the Initial Reserve Study, the Board shall recommend to members the Funding Objective they recommend for the Association, using National Reserve Study standard terminology.

(p) LCHOA Web Master. The LCHOA member who is responsible for maintaining the LCHOA website shall be called the LCHOA Web Master, whether that individual maintains the site directly or directs the actions of a company employed for this service. The Web Master shall be responsible for:

- keeping the domain name (loscompadreshoa.com) registration current and for complying with Internet Corporation for Assigned Names and Numbers (ICANN) policies such as verification of periodic WHOIS contact information.
- ensuring announcements, minutes of meetings and reports are posted promptly when received from the President, Treasurer and Secretary.
- shifting outdated material to the Archives periodically. Archives shall be maintained as long as required by the Board and the Record Retentions Policy.
- updating the Officers page of the public site annually after the election of Officers and otherwise as needed.

- maintaining email accounts for the President, Secretary, Treasurer and the Board plus any others as directed by the Board.

The loscompadreshoa.com domain name and information contained on the site is copyrighted by and is the property of Los Compadres Homeowners Association. The Web Master can be, but is not required to be, a member of the Board. If not a member of the Board, the Web Master should attend Board Meetings frequently as an ex-officio member.

ARTICLE X.

EVIDENCE OF MEMBERSHIP

10.1 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 members of the respective families who reside on their respective Lots. The Association shall maintain a current membership roll of Members from time to time.

10.2 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 XI.

AMENDMENTS AND MOTIONS

11.1 These Bylaws may be amended by the Association in a duly constituted annual meeting or a special meeting called for such purpose and no amendment shall take effect unless approved by Owners representing a majority of Members in attendance in person or by proxy or absentee ballot at such meeting. No amendment shall conflict with any provision of the Declaration.

11.2 The Board, Committee, or any member, proposing an amendment to the Bylaws must provide a comparison of the current language and the proposed language and rationale for the change. This information shall be provided ten (10) days in advance of the meeting.

11.3 Any Member may petition the Board to place a motion on the ballot for the annual meeting of members by 1 January. The petition shall be in writing, and signed by at least two members who represent 10% of the votes of the Association. The petition can be for an amendment to the Bylaws or for action to be taken by the Board. The petition and

supporting material, minus signature pages, shall not be more than two (2) pages. A digital form of the petition shall be provided. The Board reserves the right to reformat the material so that it can be incorporated into and conforms to the format of the rest of the material provided to members.

- If the petition calls for action by the Board, the motion should explain the problem being addressed and precisely the action requested to be taken by the Board.
- If the petition is to change the Bylaws, it must conform to §11.2

ARTICLE XII.

MORTGAGES

The Association shall at the request of a mortgagee, or title company, of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XIII

NOTIFICATION

Notification of assessments and any legal action taken against members, such as placing a lien on property due to non-payment of assessments, shall be addressed to the Member's address last appearing on the books of the Association. If a lot is owned by more than one person, notice to one co-owner shall be deemed to be notice to all co-owners. Notification of meetings, and special notices shall be placed on the Association web site and sent out by email. The date and time of the notification is the date and time of transmission of the outgoing email. If the recipient has problems with receiving the email for whatever reason, that is their problem. The primary method of notification shall be by email. It is a member's responsibility to provide a current email address at all times and to ensure such notices are not blocked. Since the contact information of all members is normally shared with other members, members should advise the Secretary and web master if their phone number or email address is not to be shared.

ARTICLE XIV

HANDLING VIOLATIONS

14.1 Should any member of the Association feel that there is a violation of the Bylaws or the Declaration and wishes to have the violation addressed by the Board of Directors, they should submit a written description of the violation, hereafter referred to as the Complaint, to the Board of Directors via the President. The Complaint should address the specific provisions being violated and provide sufficient evidence, including photographs, or information that the Board can decide upon a preliminary course of action without further investigation, even if gathering additional information subsequently becomes part of the course of action. The Complaint must specify the remedy sought and the action

taken to resolve the problem prior to submitting the Complaint. Unless it is not feasible, an electronic version of the Complaint shall be provided to facilitate consideration by the Board and posting on the Association web site.

a) At the next meeting of the Board, the Complaint shall be placed on the Agenda for a hearing. The Complainant and the subject of the Complaint shall be afforded an opportunity to speak to the issue. Following the hearing, the Board shall meet in Executive Session to consider the issues raised. The Board may decide that the matter is not a Board issue but a dispute between two neighbors and the Board can refuse to take any further action. After the Executive session, the Board shall meet in open session and vote on the action decided. If the action decided on is to continue to review the matter or to consult the Association's attorney before a final decision, further action shall be deferred to the next scheduled Board Meeting unless the matter requires more urgent action. The urgency of the matter is at the discretion of the Board, not the Complainant.

(b) Whenever the Board considers the Complaint, it shall be included in the Board's Agenda and the Board's decisions shall be recorded in the Minutes. It shall be the responsibility of the President to provide a written response to the complainant within a reasonable time as to the action decided upon by the Board.

(c) The complete file of the Complaint shall be posted on the Association web site so that all members shall be aware of the Complaint and how it was dealt with by the Board.

14.2 If the Complainant is not satisfied with the Board's action or response, the Complainant may take one of two actions.

(a) The Complainant may file a Protest. The Protest shall not be longer than two pages, shall address the issues only and shall not impugn the integrity of any member of the Association. The Protest shall be made available on the web as part of the complete file of the complaint. A Protest that does not meet that criteria shall not be posted.

(b) The Complainant may undertake legal action under § 9 of the Declaration.

ARTICLE XV

ARCHITECTURAL CONTROL COMMITTEE

15.1 The Architectural Control Committee (ACC) shall be composed of three persons who are Association members, and are appointed by the Board of Directors. They can be both an ACC and BOD member. Should a conflict of interest arise, the dual member must remove themselves from a BOD vote.

15.2 In the event of death or resignation of any member of the committee, the Board shall designate a successor. Neither the members of the committee nor its designated

representatives shall be entitled to any compensation for services performed pursuant to this covenant as stated in the Declaration.

15.3 The powers and duties of the Architecture Control Committee are as stated below in addition to those set forth in the Declaration.

(a) No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, or placed upon the properties, nor shall any exterior addition to or alteration be made until detailed plans and specifications as required by the city building permit been submitted to and approved in writing by the ACC. If such work is exempt from a building permit, ACC Review is not required.

(b) Engineering work, such as boring for soils test, necessary for completing the design of homes built on sloped surfaces does not require approval or permission of the ACC. The ACC should be notified in writing when undertaking such tests.

(c) The setback requirements for Los Compadres as approved by the City of El Paso in a letter dated November 16, 1979 are as follows:

- i. 10' front-yard setback being the same as the 10' utility easement at the front of all residential lots;
- ii. 5' side-yard setback from the property lines of abutting residential lots, thus permitting zero-lot-line development where a residential lot is adjacent to common open space;
- iii. 10' rear-yard setback with the understanding that individual structures will be situated in a varying manner so as to attain the maximum view without impairing the view potential from the adjoining properties; and
- iv. 20' front yard setbacks for garages which are oriented perpendicular to the street.

Any variances which are deemed appropriate in prompting the betterment and enhancement of the Los Compadres Subdivision and the Project during the plan review process pertaining to setbacks and the height restrictions must be advocated to the Board by the ACC. Approval of plans requiring such variance requires approval of the Board in accordance with §9.3 of the Declaration.

(d) For construction of new homes or major modifications requiring approval of the City Planning Department, two or more sets of plans shall be submitted to the ACC for review and approval. The ACC shall make available a Submission and Approval Form for use in the review and approval process. The Submission and Approval Form shall be completed and submitted to the ACC with the plans. The ACC will review them and stamp each page of both sets of plans when approved. If a variance from city code or Los

Compadres requirements is requested, the ACC should notify the Board for review and approval. The plans submitted to the city must be one of the stamped copies. If subsequent changes are called for by the owner or the city which affect the sitting or external design of the home, the plan changes are called for by the owner or the city which affect the sitting or external design of the home, the plan changes shall be submitted to the ACC for concurrence.

(e) A Construction Compliance Log shall be maintained by a member of the ACC for each home. This shall be maintained as a legal record of the actions taken by the ACC and observations made during the construction. Because it is a legal record, all entries will be in ink, signed and dated. The log shall be in a paste-bound notebook. No pages shall be removed. Correction of errors shall be made by single straight line strike through that does not obliterate the original entry. Such should be dated and initialed.

(f) A construction/alteration file shall be maintained by the ACC for each property within Los Compadres. This file consists of the set of approved plans used for construction, the Submission and Approval Form, and the Construction Compliance Log. This file shall be maintained by the ACC in a secure manner for ten years after construction. Because these constitute a legal record, any access to the records shall be controlled and recorded. Such records shall not leave the control of the ACC under any circumstance except if required by court order.

(g) Construction times shall be 7:00 a.m. to 6:00 p.m. Monday through Friday, Saturday 8:00 a.m. to 5:00 p.m. and Sunday 9:00 a.m. to 5:00 p.m. Requests for construction outside these times must be submitted in writing to BOD for approval.

(h) Prior to commencing construction, and periodically thereafter, the owner and the construction supervisor shall meet with the ACC to discuss and come to an agreement on parking for workers, delivery of materials and seek ways to ameliorate interference between the lives of residents and construction progress. Here and anywhere else, a clear distinction must be maintained; the owner is a member of the Association and must comply with its requirements. The owner and the contractor have a contractual relationship. The ACC cannot direct the contractor to do anything. Having construction supervisor present is a convenience; not a requirement.

(i) When delivery of materials or actual construction will partially block one lane, restricting the ability for two vehicles to simultaneously pass the restriction, warning signs will be placed 50 feet in advance on both sides of the obstruction. In addition, if delivery of materials or actual construction will completely block one lane a professional flagman and traffic cones will be employed for personal safety

(j) Handling of trash and construction debris during the construction process shall be accomplished to minimize the spread of such beyond the site to the neighboring

property and common areas, especially by unpredictable strong winds. In addition, excess concrete and other non-wind blow-able material shall not be dumped in adjacent property, common or otherwise. At the completion of construction, or earlier if warranted, if the owner does not take action to remove wind blown trash and other material from common areas, the Board shall do so and assess the owner to recover the expense incurred.

(k) The ACC will not permit common areas to be disturbed and the clearing and grubbing of areas outside the owner's property will not be permitted without ACC written approval. Where it is necessary to clear and grub, the vegetation shall be removed from the Subdivision and disposed of in a legal manner. It shall be the responsibility of the ACC to maintain and protect the integrity of the existing topography and natural vegetation of the common areas. Excavated material, rocks, boulders and other debris not required for the construction project shall be removed and disposed legally.

(l) Some inconvenience to the neighbors is expected during construction. If a neighbor experiences more than normal problems due to a construction project, they should address it directly with the owner, not the construction supervisor. If the problem is not resolved satisfactorily, they should complain to the Board in writing detailing what action they have taken to handle the problem themselves.

ARTICLE XVI

OPEN BOARD MEETINGS

16.1 In this section: "Board meeting":

(a) means a deliberation between a quorum of the voting Board of the property owners' Association, or between a quorum of the voting Board and another person, during which property owners' Association business is considered and the Board takes formal action; and

(b) does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

16.2 Regular and special Board meetings shall be open to owners, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the

executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(a) Except for a meeting held by electronic or telephonic means under Subsection 16.3, a Board meeting must be held in El Paso County.

(b) The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall place a copy of the minutes on the Associations website after they have been approved by the Board. To facilitate this process, approval shall normally be made by electronic means or telephonic means. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Board.

(c) Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be provided at least 72 hours before the start of the meeting by posting the notice on the Associations website and sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

(d) A board meeting may be held by electronic or telephonic means provided that:

(1) each board member may hear and be heard by every other board member;

(2) except for any portion of the meeting conducted in executive session:

(A) all owners in attendance at the meeting may hear all board members; and

(B) owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a board member to participate; and

(3) the notice of the meeting includes instructions for owners to access any communication method required to be accessible under Subdivision 16.2(d)(2)(B).

16.3 The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners under Subsection 16.2 (c), if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to owners under Subsection 16.2 (c) must be summarized orally, including

an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to owners under Subsection 16.2 (c), consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (e) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (f) increases in assessments;
- (g) levying of special assessments;
- (h) appeals from a denial of architectural control approval; or
- (i) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue.
- (j) lending or borrowing money;
- (k) adoption or amendment of a dedicatory instrument, including adoption or amendment of rules;
- (l) approval of an annual budget or approval of an increase of greater than 10% of an annual budget;
- (m) sale or purchase of real property;
- (n) filling of a vacancy on the Board;
- (p) construction of capital improvements (but not the repair, replacement, or enhancement of an existing capital improvement); and
- (q) election of an officer.

Board members are allowed to discuss and vote on any issue not on the list outlined above without providing 72 hour prior notice to owners, so long as the action is summarized orally and put in the minutes of the next 72-hour noticed Board Meeting. If the Board takes action, including voting, without a 72-hour noticed Board Meeting, each board member must be given an opportunity to express his opinion to all other board members.

16.4 Board Meetings are "Open" to members for the purpose of observing the discussions and votes of the Board members. They do not have any right to participate in the discussions. Should any member wish to address the Board during a meeting, they shall

advise the President of the Board 24 hours prior to the Board Meeting of the topic they wish to speak to. It is the President's discretion as to whether to or not to allow the member to speak to the topic. The exception to such is when a member is present under 16.3 because the member is subject to action by the Board. In which case the member is also allowed to call other members, or his attorney, to address the Board to support his case.

ARTICLE XVII

BALLOTS, VOTING & RECOUNTS

17.1 BALLOTS.

(a) Except as provided by Subsection (c), a vote cast in an election or vote by a member of the Association must be in writing and signed by the member if the vote is cast:

- (1) outside of a meeting;
- (2) in an election to fill a position on the board;
- (3) on a proposed adoption or amendment of a dedicatory instrument;
- (4) on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment; or
- (5) on the proposed removal of a board member.

(b) Electronic votes cast under TRPOPA Section 209.00592 constitute written and signed ballots.

(c) In an Association-wide election, written and signed ballots are not required for uncontested races.

17.2 VOTING

(a) The voting rights of an owner may be cast or given:

- (1) in person or by proxy at a meeting of the property owners' Association;
- (2) by absentee ballot in accordance with this section;
- (3) by electronic ballot in accordance with this section; or
- (4) by any method of representative or delegated voting provided by a dedicatory instrument.

(b) An absentee or electronic ballot:

- (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- (2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner

supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

(3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(4) if nominations for Board members are presented ahead of the meeting and an absentee ballot for such is submitted by an owner, a nomination taken from the floor in an election is not considered an amendment that would invalidate an absentee ballot that omits such nominee's name.

(c) A solicitation for votes by absentee ballot must include:

(1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

(2) instructions for delivery of the completed absentee ballot, including the delivery location; and

(3) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

(d) For the purposes of this section, "electronic ballot" means a ballot:

(1) given by (i) e-mail; (ii) facsimile; or (iii) posting on an Internet website;

(2) for which the identity of the property owner submitting the ballot can be confirmed; and

(3) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

(e) If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

17.3 VOTING MEMBERS LIST

The Board shall prepare and make available a list of the Association's voting Members in accordance with Business Organizations Code Section 22.158. After setting a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all its voting members. The list must identify the Members who are entitled to notice, the address of each voting Member; and the number of votes each voting Member is

entitled to cast at the meeting. Not later than the second (2nd) business day after the date notice is given of a meeting for which a list was prepared in accordance with this section, and continuing through the meeting, the list of voting Members must be available through the Secretary, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and, at the member's expense and subject to the procedures outlined in the LCHOA's Open Records Policy, copy the list at a reasonable time during the period the list is available for inspection. The Association shall make the list of voting Members available at the meeting. A voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting. Upon adjournment The Voting Members List shall be retained and treated as proxies and absentees ballots following the meeting.

17.4 SIGN-IN AND HANDLING OF PROXIES AND ABSENTEE BALLOTS

(a) The Secretary shall have a sign-in list for everyone to sign in. If a person has a proxy for another voter, they shall deliver the proxy to the Secretary and sign for the person who gave them a proxy. If a member has chosen to submit an Absentee Ballot, the Secretary shall indicate so on the sign-in sheet. If the Secretary is on the ballot for reelection to the Board, this function shall be assigned by the President to someone who is qualified as a Tabulator under Section 17.5.

(1) Co-owned Lots. If a Lot is owned by more than one Member and only one Member is present at a meeting of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple owners casts the vote allocated to the Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

(2) Corporation-Owner Lots. If a Lot is owned by a corporation, the vote appurtenant to that Lot may be cast by an officer of the corporation in the absence of express notice of the designation of a specific person by the Board of Directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owing partnership. The Secretary may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

(b) Proxies must be in writing, and must be signed and dated by the owner of record or his attorney in fact. The Secretary is the individual responsible for determining the validity of proxies. Unless indicated otherwise, the term of a proxy is 11 months from

its issuance. If multiple proxies are issued by the same shareholder, the only valid one is that which was issued latest in time. Proxies signed by any person other than the owner of record are invalid unless accompanied by documentary evidence such as a duly executed Power of Attorney, Letters Testamentary or Letters of Administration that this person is signing as attorney in fact. If the record owner dies or is found incompetent after issuing of a proxy, the proxy is valid unless the Association's Secretary has been notified in writing prior to the meeting. If a member wishes to challenge a proxy, they shall follow the procedures of Section 17.6 for demanding a recount.

(1) If the term of a proxy is to be greater than 11 months, the time period or date the proxy expires must be clearly stated on the proxy and when the proxy is submitted to the Secretary, a copy must be provided for retention with that meeting's voting records. The original is to be retained by the proxy holder for reuse until the proxy expires.

(2) A proxy may be provided by electronic means, email. If such a delivery method is used, the entire email shall be printed and provided so that the date, time and email address can be used to confirm the validity of the grantor.

(c) The sign-in sheet and proxies shall be protected and retained in the same manner as ballots. They shall not be visible for examination by anyone except the tabulator and, in the case of a recount, the recount tabulator. The sign-in sheets, Proxies and completed ballots, absentee and others, are considered private and as such are exempt from Open Records requests.

(d) If a vote is contested and a recount is demanded, tabulators have the authority for resolving challenges to proxies in only two areas: Do the books of the Association indicate that the person issuing the proxy is the record owner of the property or common interests? Is the proxy, on its face, legally valid? Tabulators don't have the power to determine whether the shareholder or unit owner was legally competent when the proxy was issued, or whether the proxy is a forgery or was obtained under duress.

17.5 TABULATION OF AND ACCESS TO BALLOTS AND PROXIES.

(a) Notwithstanding any other provision of these Bylaws or any other law, a person who is a candidate in a property owners' Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section. Likewise, the sign-in sheet and proxies shall be protected from access.

(b) A person other than a person described by Subsection (a) may tabulate votes in an Association election or vote but may not disclose to any other person how an individual voted.

(c) Notwithstanding any other provision of these Bylaws or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the proxies submitted and ballots cast in the election or vote only as part of a recount process authorized by law.

(d) Protection of Ballots and Proxies. In order to preserve the ballots and proxies for a possible recount after the initial tabulation, ballots, proxies and the sign-in sheet shall be placed into a envelope, then sealed, signed and dated by the tabulator and one other member of the Association. It shall be the duty of the President to safeguard the ballots until the 30th day after the date of the meeting at which the election was held. If a recount has not been requested, the envelope and its contents shall be destroyed by shredding. If a recount has been requested, the President shall protect the envelope until he can deliver the envelope to the person selected to perform the recount.

17.6 RECOUNT OF VOTES

(a) Any owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

(1) by verified mail, or by delivery by the United States Postal Service with signature confirmation service to the property owners' Association's mailing address as reflected on the latest Management Certificate filed under Section 209.004 of TRPOPA.

(2) in person to the property owners' Association's managing agent as reflected on the latest management certificate filed under Section 209.004 or to the address to which absentee and proxy ballots are mailed.

(b) The property owners' association must estimate the costs for performance of the recount by a person qualified to tabulate votes under Subsection (c) and must send an invoice for the estimated costs to the requesting owner at the owner's last known address according to association records not later than the 20th day after the date the association receives the owner's demand for the recount.

(1) The owner demanding a recount under this section must pay the invoice described by above in full to the Association on or before the 30th day after the date the invoice is sent to the owner.

(2) If the invoice described by Subsection (b) is not paid by the deadline prescribed parliamentary parliamentary by Subsection (b-1), the owner's demand for a recount is considered withdrawn and a recount is not required.

(c) The Association shall, at the expense of the owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this subsection. The qualifications and requirements are set forth in Section 209.0057 of TRPOPA.

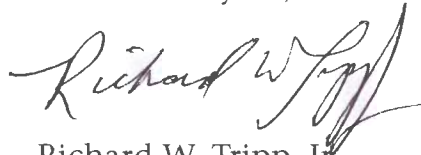
Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount in accordance with the above. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount. The Board shall provide the results of the recount to each owner who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

The Recount Tabulator shall issue a written report of any challenge, recount or matter determined by him. The report shall be to the Board and to the member demanding a recount. Such findings, as well as any others that are outside of their scope, such as observations of potential fraud, duress, forgery or incompetence to issue a proxy are subject to judicial review. However, the commencement of such a proceeding is subject to a statute of limitations.

Note: These Bylaws were amended during the 2018 Annual Meeting.

State of Texas
County of El Paso

I acknowledge that the attached instrument is the Bylaws of the Los Compadres Homeowners Association, Inc. as approved during a properly held meeting of the Members of said Association conducted on February 22, 2018.



Richard W. Tripp, Jr.
Secretary
Los Compadres Homeowners Association, Inc.

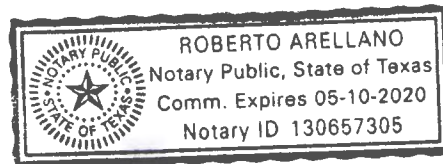
RECEIVED

State of Texas
County of El Paso

This instrument was acknowledged before me on February 26, 2018 by Richard W. Tripp, Jr., Secretary of Los Compadres Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas



Doc# 20190014651
#Pages 28 #FFPages 1
2/26/2018 9:44:17 AM
Filed & Recorded in
Official Records of
El Paso County,
Dalia Briones
County Clerk
Fees \$134.00

SCANNED
JVM

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.



Dalia Briones

EL PASO COUNTY, TEXAS