

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)	
FRANCIS,)	
)	
Plaintiffs,)	
)	
v.)	Cause Nos. 2024DCV4431
)	and 2025DCV0016
SIERRA CREST HOMEOWNERS')	
ASSOCIATION, INC.,)	
)	
Defendant.)	

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

TO THE HONORABLE JUDGE OF SAID COURT:

Edward DeV. Bunn, Jr. (the "Receiver"), Court-Appointed Receiver of Sierra Crest Homeowners Association, Inc. ("Sierra Crest" or the "Association"), files this Receiver's First Quarterly Report to the Court (the "Quarterly Report") pursuant to Paragraph (v) of the Order Appointing Receiver entered on January 5, 2026 (the "Order"), and would respectfully show the Court as follows:

I. BACKGROUND

1. On January 5, 2026, the Court entered the Order Appointing Receiver (the "Order") in the above-referenced consolidated causes, appointing Edward DeV. Bunn, Jr. as Receiver over Sierra Crest Homeowners Association, Inc.

2. The Order grants the Receiver broad authority to manage, operate, and control the Association, including but not limited to: taking possession and control of all Association property, books, and records; managing and operating the Association in the ordinary course of business; collecting assessments and other amounts owed to the Association; paying debts and obligations of the Association; and taking all actions necessary and appropriate to preserve and protect the assets and interests of the Association and its members.

3. Paragraph (v) of the Order requires the Receiver to file quarterly reports in both actions, Cause Nos. 2024DCV4431 and 2025DCV0016, within 30 days of expiration of a yearly quarter beginning

April 1, 2026, with each report covering the preceding quarter ending March 31, June 30, September 30, and December 31. The Order further provides that the quarterly reports shall include all income received, all expenses paid, any requests for approval of the transfer or sale of Association assets, and any requests for payment of the Receiver's expenses.

4. On February 18, 2026, the Receiver filed the Receiver's First Report to the Court and Inventory (the "First Report and Inventory"), covering the period from January 5, 2026, through January 31, 2026. This Quarterly Report supplements and updates the First Report and Inventory with information, data, and activities through March 31, 2026.

II. GENERAL ACTIVITY

5. During the Reporting Period, the Receiver has taken the following actions in furtherance of the receivership:

6. On January 14, 2026, the Receiver posted the required \$10,000.00 bond with the Court, which was approved by the Court on February 2, 2026.

7. The Receiver obtained from DANA Properties, Inc. ("DANA"), the Association's property management company, the financial records and reports for Sierra Crest, including balance sheets, income statements, aged owner balances, and property resale information.

8. The Receiver began a comprehensive review of the Association's financial records, governing documents, prior board minutes, and correspondence files.

9. The Receiver reviewed the Association's Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), Articles of Incorporation, and existing Bylaws.

10. On February 4, 2026, the Receiver completed the initial review of the Association's Bylaws and prepared proposed amendments to address governance deficiencies, including provisions for electronic voting, absentee ballots, inspector of elections, candidate solicitation procedures, vote counting procedures, ballot security, and recount procedures, consistent with Chapter 209 of the Texas Property Code.

11. On February 12, 2026, the Receiver distributed the proposed Bylaws amendments to homeowners for review and comment. On the same date, the Receiver conducted a site visit to the Sierra Crest community to inspect common areas and assess the condition of the Association's property.

12. On February 16, 2026, the Receiver convened a meeting with Sierra Crest homeowners to discuss the proposed Bylaws amendments, received homeowner input, and addressed questions and concerns regarding the receivership and the governance of the Association.

13. On February 17, 2026, the Receiver secured access to the Association's website and email credentials from their former administrator, Mr. Alex Barron, to facilitate communication with homeowners and to maintain the Association's online presence. The Receiver turned over control of the Association's website and email account to DANA.

14. The Receiver received and reviewed homeowner comments on the proposed Bylaws amendments through February 23, 2026, and incorporated appropriate revisions based on homeowner feedback and current applicable Texas law.

15. On March 3, 2026, upon their request, the Receiver met with Alex Barron and Ruth Ojeda to discuss issues relating to the Francisces' purchase of lots and common open areas that were partially the cause of this litigation, including the specific aspects and circumstances surrounding the Association's sale of lots 28 and 29 and the installation of a security fence on the property. The Receiver was and continues to be engaged in settlement negotiations with counsel for the Francisces concerning these matters.

16. Throughout March 2026, the Receiver reviewed and responded to several homeowner emails and communications regarding various Association matters.

17. The Receiver authorized reimbursement to the landscaping committee for expenses incurred in maintaining the Association's common areas.

18. On March 10, 2026, in response to a direct complaint by a homeowner in Sierra Crest, the Receiver sent a demand letter to Project Homes, LLC, requiring the removal of an unauthorized commercial

advertising sign at 77 Sierra Crest Drive. The demand letter cited violations of CC&Rs Part C, Sections C-10, C-1, and C-9, and established a deadline of March 15, 2026, for removal of the sign.¹

19. The Receiver reviewed approximately 1,000 pages of deposition transcript, ChatGPT-generated legal argument, documents, and information produced by Mr. Barron in opposition to the Association's sale of property to the Francises over three years ago.

20. On March 18, 2026, the Receiver convened a second meeting to discuss the finalized revised Bylaws pertinent to the upcoming election, the election process for the Board of Directors, candidate registration dates, voting dates, and the method for delivery of election results.

21. On March 23, 2026, the Receiver produced and directed DANA to disseminate the *Notice of Electronic Election for the Board of Directors to all Sierra Crest owners*, establishing the election of seven (7) Board seats. The election will be conducted using the SnapBallot electronic voting platform. Key dates are as follows: the Nomination Period opens April 6, 2026, and closes April 13, 2026; ballots will be distributed on May 1, 2026; voting closes on May 15, 2026; and results will be announced within 24 hours of the close of voting. The election requires a 30% quorum. The top four vote-getters will serve two-year terms expiring April 30, 2028, and the next three will serve one-year terms expiring April 30, 2027. The Receiver will serve as Inspector of Elections.²

22. On March 23, 2026, the Receiver distributed Nomination Forms for candidates for the Board of Directors. The Nomination Forms require certification of membership, verification of term limits, willingness to serve, disclosure of conflicts of interest, and an optional candidate statement.

23. In March 2026, the Receiver reviewed the Association's proposed 2026 annual budget prepared by DANA Properties. The proposed budget is discussed further below in this Quarterly Report.

24. As more fully set forth below, following several revisions, drafts, and negotiations with legal counsel for DANA, the Receiver authorized and executed a new Condominium and Homeowners'

¹ Exhibit 1: March 10, 2026 notice of violation of covenants and demand for removal of sign from lot.

² Exhibit 2: Notice of Electronic Election and solicitation for nominations for candidates for Board of Directors.

Association Management Agreement (the “Management Agreement”), effective April 1, 2026,³ to replace the prior 12-year old outdated management contract that had rolled over year after year through 2025, was outdated, and not in compliance with current Texas law controlling homeowners associations. The Management Agreement is discussed further below in this Quarterly Report.

III. INCOME OF SIERRA CREST

25. The Receiver has reviewed the financial reports provided by DANA Properties for January, February, and March 2026. The income figures reported below are therefore for the period January 1, 2026, through March 31, 2026.

26. The Association’s income for January, February, and March 2026 is summarized as follows:

Category	January 2026	February 2026	March 2026	YTD Total
Association Dues	\$20,228.00	\$27,092.00	\$28,340.00	\$75,660.00
Late Fees	\$203.91	\$249.86	\$254.44	\$708.21
Interest	\$0.12	\$0.11	\$0.13	\$0.36
Total Income	\$20,432.03	\$27,341.97	\$28,594.57	\$76,368.57

27. Year-to-date income of \$76,368.57 reflects a favorable variance of \$630.57 compared to the budgeted income of \$75,738.00 for the same period.

IV. EXPENSES OF SIERRA CREST

28. The Association’s expenses for January, February, and March 2026 are summarized as follows:

Category	January 2026	February 2026	March 2026	YTD Total
Security Guard	\$12,722.36	\$11,313.62	\$16,952.29	\$40,988.27
Water	\$7,162.78	\$6,565.10	\$7,937.92	\$21,665.80
Landscape Contract	\$4,022.70	\$4,011.35	\$4,511.38	\$12,545.43
Management Contract	\$725.05	\$650.00	\$650.00	\$2,025.05
Annual Meeting	\$0.00	\$898.37	\$0.00	\$898.37
Guardhouse Supplies	\$0.00	\$897.28	\$204.51	\$1,101.79
Sprinkler Repair	\$695.75	\$0.00	\$0.00	\$695.75

³ Exhibit 3: Dana Properties, Inc. Management Contract, effective April 1, 2026, through March 31, 2027.

Insurance	\$244.82	\$244.82	\$244.82	\$734.46
Legal Fees	\$0.00	\$480.00	\$240.00	\$720.00
Electricity	\$100.52	\$109.30	\$84.10	\$293.92
Postage	\$172.21	\$0.00	\$382.91	\$555.12
Office Supplies	\$44.03	\$44.37	\$471.59	\$559.99
Telephone	\$40.00	\$40.00	\$52.37	\$132.37
Property Taxes	\$0.00	\$5.86	\$0.00	\$5.86
Signs	\$0.00	\$0.00	\$280.00	\$280.00
Total Expenses	\$25,930.22	\$25,260.07	\$32,011.89	\$83,202.18

29. Year-to-date expenses of \$83,202.18 reflect a favorable variance of \$692.85 compared to the budgeted expenses of \$83,895.03 for the same period.

30. The Association experienced a net loss of (\$5,498.19) in January 2026, net income of \$2,081.90 in February 2026, and a net loss of (\$3,417.32) in March 2026, for a year-to-date net loss of (\$6,833.61). This compares favorably to the budgeted net loss of (\$8,157.03) for the same period, resulting in a favorable variance of \$1,323.42.

V. PROPOSED 2026 BUDGET PROVIDED BY DANA PROPERTIES

31. DANA prepared a proposed annual budget for 2026 (the “Proposed Budget”), which the Receiver has reviewed. The Proposed Budget has not been approved and remains subject to further review and modification. A summary of the Proposed Budget is as follows:

Proposed 2026 Income:

Income Category	Annual Budget
Association Dues	\$330,000.00
Late Fees	\$600.00
Total Income	\$330,600.00

Proposed 2026 Expenses:

Expense Category	Annual Budget
Landscape Maintenance	\$45,000.00
Sprinkler Repair	\$1,500.00
Fertilization/Pesticides	\$500.00
Plant Replacement	\$1,200.00
Security Guard Service	\$155,000.00

Security Cameras	\$1,800.00
Guardhouse Repairs	\$1,200.00
Guardhouse Supplies	\$1,200.00
Park Improvements	\$600.00
Street Maintenance	\$600.00
Signs	\$300.00
Gate Repairs	\$1,200.00
Rock Wall Repairs	\$1,200.00
Water	\$72,000.00
Electricity	\$1,500.00
Telephone	\$480.00
Management Contract	\$9,300.00
Insurance	\$7,800.00
Property Taxes	\$3,600.00
Postage	\$1,800.00
Office Supplies	\$3,000.00
Legal Fees	\$9,000.00
Accounting	\$300.00
Internet & Website	\$1,200.00
Annual Meeting Expense	\$1,200.00
Bonuses	\$1,500.00
Miscellaneous	\$5,000.00
Total Expenses	\$328,980.00

32. The Proposed Budget projects total income of \$330,600.00 and total expenses of \$328,980.00, resulting in a projected net excess of \$1,620.00 for the 2026 fiscal year.

33. The Receiver notes that the three largest expense categories in the Proposed Budget are Security Guard Service (\$155,000.00, representing approximately 47.1% of total budgeted expenses), Water (\$72,000.00, representing approximately 21.9%), and Landscape Maintenance (\$45,000.00, representing approximately 13.7%). These three categories together account for approximately 82.7% of the total budgeted expenses.

34. The Proposed Budget remains subject to review and approval. The Receiver will continue to evaluate the budget in connection with the Association's actual financial performance and will make any necessary adjustments.

VI. DANA PROPERTIES MANAGEMENT AGREEMENT

35. Immediately upon his appointment, it was brought to the Receiver's attention that the management contract under which DANA was operating Sierra Crest was more than 12 years old (executed to be effective January 1, 2014) and had simply been renewed annually as provided therein. Additionally, DANA advised the Receiver that without reasonable increases in compensation or consideration to be commensurate with cost-of-living increases applicable in El Paso County over 12 years, it was contemplating terminating its services to the Association and had been threatened by certain Sierra Crest homeowners and informed that its contract had been terminated—albeit the purported termination of DANA's contract was in fact an improper action taken by the threatening homeowners.

36. Therefore, given economic changes in West Texas and the economy of the United States over the past 12 years, and other pertinent factors, with the understanding that DANA is a vital partner in the operation of Sierra Crest, the Receiver believed it was imperative to negotiate a new contract with DANA for its continued assistance and daily operation of the Association's ongoing business concerns.

37. Moreover, a property management contract that has been in place for 12 or more years is certainly overdue for renegotiation, and Texas law provided compelling reasons for the Receiver to act. The Texas Legislature enacted significant amendments to the Texas Property Code during the 2023–2024 legislative sessions that the 2013-drafted DANA contract did not address. Texas House Bill 614 (effective January 1, 2024) requires all Texas homeowner associations to adopt and publish a written enforcement policy with a fine schedule and hearing procedures. Texas House Bill 886 (effective September 1, 2023) requires all homeowner associations to send two specific delinquency notices before filing an assessment lien, with a mandatory 90-day waiting period after the second notice. Texas Senate Bill 1668 (effective September 1, 2023) imposes website and document publication requirements on homeowner associations managed by a management company. The 12-year-old DANA contract did not assign responsibility for any of these statutory obligations, leaving compliance gaps that could expose Sierra Crest to legal risk.

38. Beyond statutory compliance, the internal mechanics of Dana's 2014 contract needed to be restructured to remove provisions that disadvantaged Sierra Crest. The 2014 DANA contract, like many

management agreements, contained automatic renewal clauses that extended the contract without a board vote, and, having rolled over for more than a decade, it no longer reflected the association's actual needs or negotiating leverage. The new 2026 Dana management contract may be terminated by the Sierra Crest Board of Directors' approval, provided certain notice requirements are met.

39. The scope of services defined in a 2014 contract did not reflect how DANA provides property management today. The online payment portal, member-accessible website, digital financial reporting, and electronic communications have become standard and are now legally required. The 2014 DANA contract needed to be updated to comply with current Texas law. The renegotiated contract defines these services in detail, including the number of property inspections, board meeting attendance requirements, and the financial reporting format and frequency. The 2026 DANA contract also clearly identifies services that are excluded from the base fee to avoid disputes over what the association is actually paying for, and those fees are collectable by DANA for certain services outside of managing Sierra Crest for its membership.

40. The liability and indemnification terms in the old DANA management contract were generally one-sided. These provisions were negotiated over a decade ago and were revisited in light of the expanded legal obligations now imposed on management companies by the 2023–2024 Texas legislative changes.

41. Finally, the collections and assessment authority granted to DANA under the 2013 contract was redefined. The new contract clearly sets forth what DANA is authorized to do without Board approval. Given the procedural requirements now imposed by Texas HB 886, the collections provision in the 12-year-old contract was non-compliant on its face. The renegotiated contract includes a clear termination clause specifying valid grounds for termination, notice requirements, and whether any termination fee applies—protections that the older contract lacked and inadequately defined.

42. On March 23, 2026, following several revisions, drafts, and negotiations with legal counsel for DANA, the Receiver authorized and executed a new Condominium and Homeowners' Association

Management Agreement (the “Management Agreement”) with DANA.⁴ The Management Agreement was executed on March 23, 2026, by the Receiver on behalf of the Association and by Sheldon Wheeler, President of DANA Properties, Inc.

43. The key terms of the 2026 Management Agreement are as follows:⁵

- a) Term: One (1) year, beginning April 1, 2026, and ending March 31, 2027, with automatic one-year renewal periods unless either party provides written notice of termination at least sixty (60) days before the expiration of the initial term or any renewal period;
- b) Management Fee: \$650.00 per month, paid monthly in advance, subject to annual adjustment upon Board approval;
- c) Resale Certificate Fees: \$250.00 per certificate (updated certificates \$50.00), collected by DANA at closing and not deemed income of the Association;
- d) Board Meeting Attendance: Up to fourteen (14) regular Board meetings per year and one annual meeting, with additional meetings at \$50.00 per hour;
- e) Expenditure Limitation: DANA shall not make any unbudgeted expenditure or incur any nonrecurring obligation exceeding \$500.00 without prior Board consent.
- f) Initial Deposit and Contingency Reserve: \$1,000.00 initial deposit plus \$1,000.00 contingency reserve;
- g) Termination: Either party may terminate with sixty (60) days’ written notice. If terminated by the Association, a cancellation fee equal to two (2) months’ management fees is payable, except where DANA fails to perform;
- h) Dispute Resolution: Binding arbitration through the American Arbitration Association, with waiver of jury trial.

44. The 2026 Management Agreement provides that DANA shall manage the Property, collect assessments, maintain records of income and expenditures, prepare the annual budget, maintain the common elements, negotiate utility and service contracts, pay property expenses, and maintain insurance records. DANA shall submit monthly balance sheets and income/expense statements to the Association on or before the 10th day of the following month.

VII. SIERRA CREST BALANCE SHEET

45. The Association’s balance sheet as of March 31, 2026, as reported by DANA Properties, is summarized as follows:

⁴ See, Exhibit 3.

⁵ *Id.*

Assets	Amount
Total Assets	\$252,447.70
Liabilities	Amount
Total Liabilities	\$144,750.43
Equity	Amount
Total Equity	\$107,697.27

46. The Association’s equity decreased from \$111,114.59 as of February 28, 2026, to \$107,697.27 as of March 31, 2026, representing a decrease of \$3,417.32, which corresponds to the net loss reported for March 2026. For the full reporting period, equity declined from \$109,032.69 as of January 31, 2026, to \$107,697.27 as of March 31, 2026, a cumulative decrease of \$1,335.42, reflecting the combined net income and loss for February and March 2026. For the full year-to-date period beginning January 1, 2026, the Association’s equity declined from \$114,530.88 to \$107,697.27, a total decrease of \$6,833.61, which corresponds to the year-to-date net loss of (\$6,833.61).

VIII. ACCOUNTS RECEIVABLE AND DELINQUENCIES

47. As of March 31, 2026, the Association’s aged owner balance report reflects total outstanding receivables of \$40,455.37 across 26 homes with delinquent balances. This represents an increase from \$38,614.54 across 28 homes as of February 28, 2026.

As of Date	Delinquent Homes	Total Delinquent
December 31, 2025	29	\$32,044.80
January 31, 2026	27	\$33,936.52
February 28, 2026	28	\$38,614.54
March 31, 2026	26	\$40,455.37

48. The increase in total delinquencies from \$32,044.80 as of December 31, 2025, to \$40,455.37 as of March 31, 2026, during the Reporting Period is a matter the Receiver continues to monitor. The number of delinquent homes decreased from 28 to 26 during March 2026, though the total amount outstanding increased. The Receiver is evaluating collection strategies consistent with the Association’s governing documents and applicable law.

IX. REQUEST FOR RECEIVER APPROVAL FOR TRANSFER/SALE OF ASSETS

49. In compliance with Paragraph (v) of the Order, the Receiver reports that on February 26, 2026, in connection with a hearing on an unrelated matter, Jimmy Feuille, Esq. approached the Receiver with a request, on behalf of his clients, Sam and Tosh Faith, to have the Receiver approve an application for rezoning and conveyance of, or approval of and encroachment by the Toshes onto certain Sierra Crest owned common open space that is adjacent their property. On February 26, 2026, Mr. Feuille provided the Receiver with a copy of his law firm's letter to the Association on November 20, 2025, which, given the issues related to the Board of Directors' lack of action and inability to manage Sierra Crest during the 2024-2025 timeframe, no action had been taken on.⁶

50. After review of the request, the Order, and Mr. Feuille's letter, the Receiver determined that responding to the request was, although within the scope of the Receiver's actual authority authorized by the Order, outside the intended scope of the intended purpose for which the Receiver was appointed, and a matter that should properly be taken up by the Board of Directors of Sierra Crest once a new Board is elected and seated, which was conveyed to Mr. Feuille on March 9, 2026 via email.⁷

X. SIERRA CREST BYLAW AMENDMENTS AND GOVERNANCE

51. During the Reporting Period, the Receiver undertook a comprehensive review of the Association's existing Bylaws and prepared proposed amendments to address deficiencies in the Association's governance framework. The proposed amendments include the following key provisions:⁸

- a) New provisions for candidate solicitation procedures;
- b) Implementation of solely electronic voting, consistent with Chapter 209 Tex. Prop. Code;
- c) New provisions establishing the role, qualifications, and duties of the Inspector of Elections;
- d) New provisions for vote counting procedures, ballot security, and recount procedures.

⁶ Exhibit 4: November 20, 2025 letter of Jimmy Feuille, Esq. to Sierra Crest Board of Directors.

⁷ Exhibit 5: March 9, 2026 email from Receiver to Jimmy Feuille, Esq.

⁸ Exhibit 6: Final draft of Amended Bylaws of Sierra Crest Homeowners Association, Inc., to be filed in the Real Property Records of El Paso County, Texas.

52. Proposed initial amendments were distributed to homeowners on February 12, 2026, discussed at the February 16, 2026, homeowner meeting, and homeowner comments were received through February 23, 2026. The finalized Amended Bylaws, dated March 15, 2026, were distributed and discussed at the March 18, 2026, meeting and will be filed before the Board of Directors election.

53. The final Amended Bylaws of Sierra Crest Homeowners Association, Inc. were recorded on March 23, 2026, and posted on the Association's website on March 24, 2026.

XI. MAY 15, 2026 BOARD OF DIRECTORS ELECTION

54. On March 23, 2026, the Receiver issued the Notice of Electronic Election for the Board of Directors, establishing the election of seven (7) Board seats.⁹ The election will be conducted electronically using the SnapBallot voting platform. The election timeline is as follows:

- a) Nomination Period: April 6, 2026, through April 13, 2026;
- b) Electronic Ballot Distribution: May 1, 2026;
- c) Voting Period Closes: May 15, 2026;
- d) Results Announcement: Within 24 hours of the close of voting.

55. Candidate Nomination Forms were distributed to homeowners on March 23, 2026. The Nomination Forms, attached to the Notice of Electronic Election (Exhibit 2), require certification of membership, verification that the candidate has not exceeded term limits, a statement of willingness to serve, disclosure of any conflicts of interest, and an optional candidate statement of up to 250 words.

56. The election requires a 30% quorum of eligible voters. The top four vote-getters will serve two-year terms expiring April 30, 2028, and the next three will serve one-year terms expiring April 30, 2027. The staggered term structure is designed to ensure continuity of Board governance. The Receiver will serve as Inspector of Elections.

57. Unlike prior years' staggered elections, in the May 15, 2026 election, all **seven (7)** seats on the Board will be filled, with **two-year staggered terms**, meaning not all seven seats will come up for election at the same time in the future, splitting the Board into two election cohorts:

⁹ See, Exhibit 2.

- **Even-numbered years:** four (4) Directors are elected
- **Odd-numbered years:** three (3) Directors are elected

58. Because the Receiver has been charged with conducting an election of the entire Board and is conducting a single election for all **seven (7)** seats, the normal staggered election cycle contemplated has been interrupted. If all seven newly elected Directors were to serve identical two-year terms, all seven seats would again become vacant simultaneously, defeating the purpose of the staggered-term structure that the prior Amended Bylaws required.

59. To restore the staggered election framework and ensure continuity of governance going forward, the Receiver established the following Staggered Term Assignment Method for this election: all seven (7) candidates receiving the highest number of votes (plurality) shall be declared elected to the Board of Directors. Term assignments shall be determined as follows:

- i. ***Even-Year Cohort – Two-Year Terms (Four Seats)***: The four (4) candidates receiving the highest number of votes shall be assigned to the even-year cohort and shall serve full two-year terms, which provides that four Directors shall be elected in even-numbered years. Because 2026 is an even-numbered year, these four Directors' terms shall commence upon certification of the election results and shall expire on **April 30, 2028**. These four seats will next be subject to election in the regular even-year election cycle (2028), to commence on May 1, 2028.
- ii. ***Odd-Year Cohort – One-Year Terms (Three Seats)***: The three (3) candidates receiving the next highest number of votes (i.e., the fifth, sixth, and seventh highest vote-getters) shall be assigned to the odd-year cohort and shall serve abbreviated one-year terms. Their terms shall commence upon certification of the election results and shall expire on April 30, 2027. These three Directors' terms shall commence upon certification of the election results and shall expire on **April 30, 2027**. These three seats will next be subject to election in the regular odd-year election cycle (2027), at which time the then elected odd-year-cohort Directors will serve full two-year terms.

60. **Tie-Breaking Procedure For This Seven Seat Election**: In the event of a tie in vote totals between the fourth and fifth highest vote-getters (i.e., at the boundary between the even-year and odd-year cohorts), the assignment to the two-year or one-year cohort shall be determined by lot, conducted by the Receiver/Inspector of Elections in the presence of the tied candidates or their designated representatives.

Cohort	No. of Seats	Term Length	Term Expires
Even-Year (Top 4 vote-getters)	Four (4)	Two (2) years	April 30, 2028
Odd-Year (5th–7th vote-getters)	Three (3)	One (1) year	April 30, 2027

61. Unless otherwise modified by the then elected Board of Directors, once these initial staggered terms are established, the Association’s regular election cycle will resume as follows:

- **2028 (Even-Numbered Year):** Four (4) Directors shall be elected to serve two-year terms expiring April 30, 2030.
- **2027 (Odd-Numbered Year):** Three (3) Directors shall be elected to serve two-year terms expiring April 30, 2029.

XII. ASSOCIATION POTENTIAL CLAIMS AND CAUSES OF ACTION

62. Since his appointment, the Receiver has conducted extensive discussions and negotiations with legal counsel for Mr. and Mrs. Francis regarding their February 2023 purchase of Lots 28 and 29 and common open space, and their erection of a security fence. These negotiations have resulted in several drafts of the terms and conditions required by the Receiver to settle the Association’s potential claims for rescission of the applicable contractual agreements and to obtain reasonable compensation for the Association, based on the fair market value of the properties purchased by the Francises. The Receiver hopes to finalize the terms and conditions, resolve the differences currently under negotiation, and reach a final settlement with the Francises by the May 15, 2026 election.

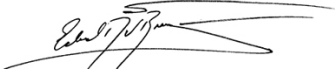
XIII. RECEIVER’S FEES

63. In compliance with Paragraph (v) of the Order, the Receiver reports to the Court that he has not made any request for payment of Receiver fees, but will, at a later date, provide a detailed accounting and billing statement by presentment of a motion for comment and review when requesting reimbursement of costs and expenses, and payment of Receiver fees.

Respectfully submitted,




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El Paso, Texas 79902
P. O. Box 942 (79946-0942)
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By: 
Edward DeV. Bunn, Jr.
State Bar No. 24048372
EBunn@BunnandAssociates.com
APPOINTED RECEIVER

CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to Rule 21a, Tex. R. Civ. P., I hereby certify that on the date identified above for filing this pleading, a request that a true and correct copy of the preceding document be electronically served by filing with the Court, with service requested thereby, on all attorneys and parties identified with the Court for electronic service on record in this case.



Edward DeV. Bunn, Jr.

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 1

EDWARD DEV. BUNN, JR.
MEMBER: TEXAS AND NEW MEXICO BARS

SHERILYN A. BUNN
MEMBER: TEXAS BAR

HECTOR E. GUTIERREZ
MEMBER: TEXAS BAR

March 10, 2026

Ms. Monica Narvaez
Manager
Project Homes, LLC
5204 Valley Spring Way
El Paso, Texas 79932

**Via Certified Mail Return Receipt
Requested and First-Class U.S. Mail**

Ms. Erika Ortiz-Mejia
Registered Agent
Project Homes, LLC
240 Desert Pass, Apt. 1105
El Paso, Texas 79912

**Via Certified Mail Return Receipt
Requested and First-Class U.S. Mail**

Project Homes, LLC
7365 Remcon Cir.
El Paso, Texas 79912

**Via Certified Mail Return Receipt
Requested and First-Class U.S. Mail**

Re: **Demand for Immediate Removal of Unauthorized Sign
77 Sierra Crest, El Paso, Texas**

Dear Mses. Narvaez and Ortiz-Mejia:

I am writing to you in my capacity as the Court-appointed Receiver of Sierra Crest Homeowners' Association, Inc. ("Association"), appointed by Order of the 41st Judicial District Court of El Paso County, Texas, in Cause Nos. 2024DCV4431 and 2025DCV0016, by the Honorable Annabell Perez (the "Receivership Order"). A copy of the Receivership Order is enclosed.

It has come to my attention that Project Homes, LLC placed a large advertising sign on the property located at 77 Sierra Crest, a Lot within the Sierra Crest subdivision. The sign, advertising "Building a Unique Design House," is mounted on a metal frame secured by sandbags. Homeowners have brought this matter to my attention and have reported that prior attempts to communicate with you, regarding the removal of this sign, have been unsuccessful.



The placement of this sign violates the recorded Declaration of Covenants, Conditions, and Restrictions (“CC&Rs”) of Sierra Crest, as amended September 12, 2023 (Doc. No. 20230076929, Official Records of El Paso County), and the By-Laws of Sierra Crest Homeowners’ Association, Inc., as amended September 12, 2023 (Doc. No. 20230076930, Official Records of El Paso County). Specifically:

CC&Rs, Part C, Section C-10 (Signs, Billboards, and Miscellaneous Provisions): This Section expressly prohibits the placement of any “signboard, billboard, poster board, or advertising of any kind” on any part of any Lot. It further provides that no “for sale” or “for rent” or “other similar sign” may be placed on any Lot, except that with prior approval of the Architectural Control Committee, one sign not to exceed 36 inches by 24 inches may be placed on a Lot. The sign placed by Project Homes, LLC is a large commercial advertising sign that substantially exceeds the maximum permitted dimensions and, upon information and belief, was placed without the prior approval of the Architectural Control Committee.

CC&Rs, Part C, Section C-1 (Land Use and Building Type): This Section provides that no Lot shall be used except for residential purposes. The placement of a commercial advertising sign constitutes a non-residential, commercial use of the Lot in violation of this restriction.

CC&Rs, Part C, Section C-9 (Nuisances): This Section prohibits any noxious or offensive activity on any Lot and further provides that nothing shall be done on a Lot which may be or may become a nuisance to the neighborhood. The sign is mounted on a metal frame and secured only by sandbags. Given El Paso’s windy conditions, this sign poses a serious safety hazard. If the sign were to become airborne, it could cause significant bodily injury or property damage to passing vehicles, pedestrians, construction workers, or nearby structures.

By-Laws, Article VI, Sections 10 and 11 (Powers and Duties; Other Duties): These Sections vest the Board of Directors with the powers and duties necessary for the administration of the Association’s affairs, including the power to adopt and publish rules and regulations governing the use of Common Areas and the personal conduct of Members, as well as the responsibility for the care, upkeep, and surveillance of the Project and Common Areas.

Under Section F-3 of the CC&Rs, any owner not in default, or any member of the Association acting on behalf of the owners, is entitled to bring an action for damages against any defaulting owner and to enjoin any violation of the Declaration or any rule or regulation adopted by the Association.

As Receiver, the Receivership Order grants me the authority to supplant any rights or powers of the Board as to the management and control of the Association (Paragraph a); to take all action reasonably necessary to bring matters into compliance and control all Association functions, operations, and purposes (Paragraph c); and to make expenditures for repairs and maintenance to the Property (Paragraph s). The Receivership Order further provides that the authority granted to the Receiver is self-executing.

Ms. Monica Narvaez
Ms. Erika Ortiz-Mejia
March 10, 2026
Page 3 of 3

Accordingly, **DEMAND IS HEREBY MADE** that Project Homes, LLC immediately remove the sign located at 77 Sierra Crest, El Paso, Texas, **no later than 5:00 p.m. on Sunday, March 15, 2026.**

IF THE SIGN IS NOT REMOVED BY THE ABOVE DEADLINE, THE SIERRA CREST HOMEOWNERS' ASSOCIATION, ACTING THROUGH THE UNDERSIGNED RECEIVER, WILL CAUSE THE SIGN TO BE REMOVED AND DISPOSED OF AT THE EXPENSE OF PROJECT HOMES, LLC, WITHOUT FURTHER NOTICE, AS AUTHORIZED UNDER THE RECEIVERSHIP ORDER AND THE GOVERNING DOCUMENTS OF THE ASSOCIATION. In addition, the Association reserves the right to pursue any and all remedies available under the CC&Rs, the By-Laws, and applicable Texas law, including but not limited to seeking injunctive relief, recovery of attorney's fees and costs under Section F-3 of the CC&Rs, and the imposition of a Special Assessment under Section E-7(c) of the CC&Rs for the cost of any corrective action taken by the Association.

I trust you will take immediate action to remove the sign.

Very truly yours,

BUNN AND ASSOCIATES



By: Edward DeV. Bunn, Jr.

EBunn@BunnandAssociates.com

EDeVB/as

Encl. Order Appointing Receiver
cc: Sierra Crest

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

CAUSE NOS. 2024DCV4431
and 2025DCV0016

ORDER APPOINTING RECEIVER

On this day came on to be considered the motion of Plaintiffs, L. FREDERICK FRANCIS and GINGER FRANCIS, to appoint a receiver for SIERRA CREST HOMEOWNERS ASSOCIATION, INC. ("SIERRA CREST"). Having considered the pleadings, evidence, and arguments of counsel related to the request for the appointment of a receiver, the Court finds there is good cause for the appointment of a receiver and the motion should be granted as set forth below.

IT IS THEREFORE ORDERED, that Edward DeV. Bunn, Jr., P.O. Box 942 El Paso, Texas 79946, (915) 532-7500; EBunn@FBKNLaw.com, a licensed attorney in the State of Texas, in good standing, is appointed receiver of SIERRA CREST HOMEOWNERS ASSOCIATION, INC. ("Receiver").

The Court FURTHER ORDERS that Receiver shall file with the Court an oath to perform his/her duties faithfully.

The Court FURTHER ORDERS that Receiver is authorized (but not obligated), subject to the control of this Court, to do any and all acts necessary to the proper and lawful conduct of the receivership, including, without limitation, the following:

- a. To supplant any rights or powers of the Board of SIERRA CREST as to the management and control of SIERRA CREST, to include oversight of any meeting, appointment, or election of any officer, director, or committee member of SIERRA CREST;
- b. To review the Declarations and Bylaws of SIERRA CREST to ensure the same are in line with and not contrary to current state law, and if not, to revise the same. The Receiver is to

- pay particular attention to those provisions addressing board nominations, elections, and voting to ensure compliance with Texas law;
- c. To review the procedures for the conduct of meetings of the board of SIERRA CREST to ensure the same provide for the orderly conduct of such meetings, adequate notice to all members of the scheduling of such meeting, the actions to be taken, and the procedures to be followed, and if not, take all action reasonably necessary to bring such matters into compliance and control all SIERRA CREST meetings, functions, operations, and purposes;
 - d. To oversee the selection of a property manager for SIERRA CREST as is required by its Bylaws;
 - e. To take over all bank accounts and financial accounts of SIERRA CREST, wherever situated or maintained, and manage the business concerns, interests, assets, real estate, claims, and defenses of SIERRA CREST as appropriate;
 - f. To take and have complete and exclusive control over any and all bank accounts, assets, possessions, and properties of SIERRA CREST and all balances and funds therein;
 - g. To obtain and have access to any and all financial records, statements, and other documents pertaining to SIERRA CREST from any bank, credit union, savings and loan association, insurance company, or other financial institution;
 - h. To use SIERRA CREST's tax identification number and/or employer identification number for any lawful purpose in connection with carrying out the duties and responsibilities contained in this Order;
 - i. To communicate, initiate, or file any legal action, claim, or proceeding deemed necessary or advisable by the Receiver and owned by SIERRA CREST in any court or tribunal of competent jurisdiction;
 - j. To issue demands in the name of the receivership upon the U.S. Postal Service, other mail and freight carriers, and private mailbox operators to gain exclusive possession and control of any and all postal boxes and/or delivery points as may have been used by SIERRA CREST for the receipt of funds, property, and all mail and other packages related to the Property (including SIERRA CREST's business), and take any other steps as Receiver

deems reasonable and necessary to retrieve, collect, and review all mail, packages, and deliveries addressed to SIERRA CREST related to the Property (including SIERRA CREST's business);

- k. To issue demands in the name of the receivership to any and all websites and/or email addresses that are used by SIERRA CREST to post and/or distribute information to and between HOA members and/or third parties, including any entities or individuals who administer or host those websites and email addresses;
- l. To request assistance of law enforcement officials when taking possession, or at any other time during the term of the receivership, if, in the opinion of Receiver, such assistance is necessary to preserve the peace;
- m. To represent SIERRA CREST and to take any and all actions deemed necessary or advisable to defend against any claims, actions, or proceedings asserted against SIERRA CREST;
- n. To administer, manage, and take exclusive control over any legal action, claim, lawsuit, or other proceeding to which SIERRA CREST is currently, or may become in the future, a party, whether as plaintiff, defendant, cross-plaintiff or cross-defendant, counterclaimant, third-party plaintiff, third-party defendant, claimant, intervenor, or other capacity, but the Receiver shall have no obligation to pursue any such causes of action;
- o. To choose, designate, engage, hire, employ (and/or disengage or terminate if the Receiver deems necessary), and pay any attorney, attorneys, or firm of attorneys to represent Receiver or SIERRA CREST in exercising any of the powers and authorities granted to the Receiver or to protect and preserve the interest and rights of Receiver and SIERRA CREST and its properties, business, and affairs, including representation of such parties in any pending or future litigation or proceeding;
- p. To choose, designate, engage, hire, employ (and/or disengage or terminate if the Receiver deems necessary), and pay any other person or entity to assist Receiver in exercising any of the powers and authorities granted to Receiver or to protect and preserve the interest and rights of Receiver and SIERRA CREST and its properties, business, and affairs, including,

without limitation, real estate agents, brokers, accountants, experts, financial advisers, appraisers, consultants, and other professionals, provided, however, that Receiver shall have no obligation to pay any fees, costs, or expenses to any party on account of fees, costs, or expenses incurred before entry of this Order;

- q. To pay any attorney, professional, consultant or other person or entity providing services to the Receiver from the properties and funds of SIERRA CREST;
- r. To collect any and all amounts due and owing to SIERRA CREST;
- s. To make expenditures for repairs and maintenance to the Property;
- t. To negotiate a settlement with any provider of services or supplies, provided that any such settlement must be approved by the Court;
- u. In doing so, Receiver may perform those acts determined by Receiver to be necessary or appropriate, and Receiver may engage others, including but not limited to accountants and lawyers, as Receiver determines to be necessary or appropriate, to do so;
- v. Receiver is to report to the Court, by filing in this action, on a quarterly basis beginning on April 1, 2026, for the quarter ending March 31, 2026, a report that includes the income of SIERRA CREST for the quarter, the expenses of SIERRA CREST for the quarter, any requests for the approval of the transfer or sale of assets of SIERRA CREST, and any requests for the payment of the expenses of Receiver. Such reports shall be filed no later than 30 days after the end of each quarter.

The Court FURTHER ORDERS that SIERRA CREST, and its affiliates, subsidiaries, officers, directors, agents, representatives, servants, employees, managers, members, assigns, attorneys, shareholders, and all persons acting on its behalf, under its direction and control, and/or in active concert or participation with SIERRA CREST, including the Board of Directors of SIERRA CREST, shall fully cooperate with Receiver in the execution of his/her duties under the receivership.

IT IS FURTHER ORDERED, however, that Receiver shall not, without prior written approval from the Court, take any action involving the transfer or sale of real property owned by SIERRA CREST; and

IT IS FURTHER ORDERED, that, within seven days from the date of any request from the Receiver, any party to this action to whom such request is directed shall turn over to the Receiver, assets, records, accounts, or information of SIERRA CREST in their possession, custody, or control as requested by the Receiver; and

IT IS FURTHER ORDERED, that the Receiver is required to post a bond of \$10,000, which bond is expressly conditional on the faithful discharge of the Receiver's duties in this action and obedience to the Court's orders, and shall be paid for out of the assets of SIERRA CREST; and

IT IS FURTHER ORDERED, that Receiver be compensated, upon application to and order of this Court, from the funds and assets of SIERRA CREST, at an hourly rate of \$300.00 per hour for work by Receiver, and at rate of \$125.00 per hour, as customary, for work done by Receiver's staff; and

IT IS FURTHER ORDERED, that Receiver shall comply with all laws applicable to the management and operation of SIERRA CREST and its assets as provided under any laws of the United States, the State of Texas; and

IT IS FURTHER ORDERED, that, (i) without limiting any other rights or immunities the Receiver may have at law or in equity, Receiver and his/her employees, agents, and attorneys shall have no liability for acts or omissions made by or on behalf of the Receiver in his/her capacity as Receiver of SIERRA CREST so long as such acts and omissions are made in good faith, (ii) no action shall be brought against Receiver or his/her employees, agents or attorneys relating to the performance of its duties under this Order unless such action shall be permitted by the Court after motion and consideration therefor, and order granting, (iii) Receiver is acting solely in his/her capacity as a receiver and the debts and obligations incurred by the Receiver acting as Receiver are solely the debts and obligations of SIERRA CREST and (iv) in no event shall Receiver personally have any liability or obligation for the debts or obligations of SIERRA CREST; and

IT IS FURTHER ORDERED, that the authority granted to the Receiver will be self-executing, unless the action specifically requires subsequent authorization from the Court; and

IT IS FURTHER ORDERED, that any party in this action, including Receiver, may subsequently move the Court for modification, clarification, termination, or revision of this order; and

IT IS FURTHER ORDERED, that this receivership will continue in effect until further order of this Court;

IT IS FURTHER ORDERED, that the clerk file a copy of this order in this case and in the companion case between the parties, Cause No. 2025DCV0016.

Signed this 5th day of January, 2026.



THE HONORABLE ANNABELL PEREZ

Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 109673363
Filing Code Description: Order
Filing Description:
Status as of 1/6/2026 9:24 AM MST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Harrel LDavis III		hdavis@eplawyers.com	1/5/2026 3:40:04 PM	SENT
Harrel LDavis III		hdavis@eplawyers.com	1/5/2026 3:40:04 PM	SENT
Virginia Rust		vrust@eplawyers.com	1/5/2026 3:40:04 PM	SENT
Virginia Rust		vrust@eplawyers.com	1/5/2026 3:40:04 PM	SENT
Victoria Pena		vpena@eplawyers.com	1/5/2026 3:40:04 PM	SENT
Victoria Pena		vpena@eplawyers.com	1/5/2026 3:40:04 PM	SENT
James M.Greer		jgreer@grsm.com	1/5/2026 3:40:04 PM	SENT
Kirstie M. Simmerman		ksimmerman@grsm.com	1/5/2026 3:40:04 PM	SENT

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 2

NOTICE OF ELECTRONIC ELECTION

BOARD OF DIRECTORS

SIERRA CREST HOMEOWNERS ASSOCIATION, INC.

Election Voting Period: May 1 – May 15, 2026

I. AUTHORITY

Pursuant to the Order Appointing Receiver entered on January 5, 2026, by the Honorable Annabell Perez, 41st Judicial District Court, El Paso County, Texas, in Cause Nos. 2024DCV4431 and 2025DCV0016, styled *L. Frederick Francis and Ginger Francis v. Sierra Crest Homeowners' Association, Inc.*, Edward DeV. Bunn, Jr. (“Receiver”) was appointed receiver over Sierra Crest Homeowners Association, Inc. (“Association”). The Receiver is authorized to supplant any rights or powers of the Board as to the management and control of the Association, including oversight of any meeting, appointment, or election of any officer, director, or committee member of the Association.

Pursuant to the Amended Bylaws of Sierra Crest Homeowners Association, Inc., the Receiver serves as the Inspector of Elections through such time as the receivership is terminated.

II. PURPOSE OF ELECTION

This Notice is issued to inform all Members of the Association that an election of the Board of Directors will be conducted electronically, via SnapBallot (<https://my.snapballot.app>).

This election is for **seven (7) seats** on the Board of Directors.

III. KEY DATES AND DEADLINES

Event	Date / Deadline
Notice of Election Email	March 23, 2026
Candidate Solicitation Notice Emailed	March 23, 2026
Nomination Period	April 6, 2026, at 9:00 a.m. (MST), through April 13, 2026, at 5:00 p.m. (MST)
Final Candidate List Published	On or before April 15, 2026
Ballots Disseminated via SnapBallot	May 1, 2026
Election Voting Closes	May 15, 2026, at 5:00 p.m. (MST)
Certification of Results	Within 24 hours after voting closed.

SIERRA CREST HOMEOWNERS ASSOCIATION, INC.

Court-Appointed Receivership

Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas

IV. ELIGIBILITY TO VOTE

Every person or entity who is an Owner of a Lot subject to assessment by the Association is a Member and is entitled to vote. Voting shall be on a Lot basis: one (1) vote per Lot, except that Owners of two adjoining Lots who qualified for a single assessment under CC&Rs Part E-7(b)(v), shall be entitled to only one (1) vote for those two Lots.

Voting Rights Protection: No Owner may be denied the right to vote solely because of a pending enforcement action against the Owner or because the Owner owes delinquent assessments, fees, or fines.

Voting Classes: The Association has two classes of voting membership as set forth in CC&Rs Part E-4:

Class A: All Homeowners – one (1) vote per Lot, subject to the adjoining-lot exception.

Class B: Lot Owners who pay dues but have not yet built a home – one (1) vote for each Lot in which they hold the interest and pay dues.

V. ELIGIBILITY TO SERVE AS A CANDIDATE

To be eligible for election to the Board of Directors, a candidate must satisfy each of the following requirements (Amended Bylaws, Article V, Section 5.1(d)):

(a) Membership. The candidate must be a Member of the Association – that is, the record Owner of a Lot subject to assessment by the Association. (Amended Bylaws, Article III, Section 1; CC&Rs, Part E-1.)

(b) Term Limits. The candidate must not be term-limited under Section 2.1 of Article VI of the Amended Bylaws. A Director who has served two consecutive terms is ineligible for election or appointment to the Board for two years after leaving office.

(c) Notification. The candidate must submit a completed Nomination Form to the Receiver/Inspector of Elections no earlier than 9:00 a.m. (MST) on April 6, 2026, and no later than 5:00 p.m. (MST) on Monday, April 13, 2026.

Note: An owner is entitled to run for a position on the Board. All candidates must submit a completed Nomination Form by the stated deadline. There are no write-in or floor nominations.

VI. MODIFIED TERMS OF ELECTED BOARD OF DIRECTORS

Notwithstanding that **seven (7)** seats on the Board will be filled in this election, the Bylaws provide that the seven Directors serve **two-year staggered terms**, meaning not all seven seats will come up for election at the same time in the future, splitting the Board into two election cohorts:

- **Even-numbered years:** four (4) Directors are elected
- **Odd-numbered years:** three (3) Directors are elected

SIERRA CREST HOMEOWNERS ASSOCIATION, INC.

Court-Appointed Receivership

Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas

Because the Receiver has been charged with conducting an election of the entire Board and is conducting a single election for all **seven (7)** seats, the normal staggered election cycle contemplated has been interrupted. If all seven newly elected Directors were to serve identical two-year terms, all seven seats would again become vacant simultaneously, defeating the purpose of the staggered-term structure that the prior Amended Bylaws required.

To restore the Bylaws’ staggered framework and ensure continuity of governance going forward, the Receiver, acting under the authority granted by the Order Appointing Receiver to oversee any election of directors, hereby establishes the following term-assignment method for this election:

1) **Staggered Term Assignment Method**

All seven (7) candidates receiving the highest number of votes (plurality) shall be declared elected to the Board of Directors. Term assignments shall be determined as follows:

Even-Year Cohort – Two-Year Terms (Four Seats)

The four (4) candidates receiving the highest number of votes shall be assigned to the even-year cohort and shall serve full two-year terms, which provides that four Directors shall be elected in even-numbered years. Because 2026 is an even-numbered year, these four Directors’ terms shall commence upon certification of the election results and shall expire on **April 30, 2028**. These four seats will next be subject to election in the regular even-year election cycle (2028), to commence on May 1, 2028.

Odd-Year Cohort – One-Year Terms (Three Seats)

The three (3) candidates receiving the next highest number of votes (i.e., the fifth, sixth, and seventh highest vote-getters) shall be assigned to the odd-year cohort and shall serve abbreviated one-year terms. Their terms shall commence upon certification of the election results and shall expire on April 30, 2027. These three Directors’ terms shall commence upon certification of the election results and shall expire on **April 30, 2027**. These three seats will next be subject to election in the regular odd-year election cycle (2027), at which time the then elected odd-year-cohort Directors will serve full two-year terms.

Tie-Breaking Procedure For This Seven Seat Election

In the event of a tie in vote totals between the fourth and fifth highest vote-getters (i.e., at the boundary between the even-year and odd-year cohorts), the assignment to the two-year or one-year cohort shall be determined by lot, conducted by the Receiver/Inspector of Elections in the presence of the tied candidates or their designated representatives.

2) **Summary Of Term Assignments**

Cohort	No. of Seats	Term Length	Term Expires
Even-Year (Top 4 vote-getters)	Four (4)	Two (2) years	April 30, 2028
Odd-Year (5th–7th vote-getters)	Three (3)	One (1) year	April 30, 2027

SIERRA CREST HOMEOWNERS ASSOCIATION, INC.

Court-Appointed Receivership

Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas

3) Effect On Future Elections

Unless otherwise modified by the then elected Board of Directors, once these initial staggered terms are established, the Association's regular election cycle will resume as follows:

2028 (Even-Numbered Year): Four (4) Directors shall be elected to serve two-year terms expiring April 30, 2030.

2027 (Odd-Numbered Year): Three (3) Directors shall be elected to serve two-year terms expiring April 30, 2029.

Thereafter, the staggered-term cycle shall continue in accordance with the Amended Bylaws in perpetuity, unless otherwise properly modified by the Board of Directors.

4) Modified Term Limits For This Election

As set forth in the prior amended Bylaws, Directors may serve for two (2) consecutive terms, after which they are ineligible to be elected or appointed to the Board for two (2) years after leaving office. For purposes of this term-limit provision, and this election, the abbreviated one-year term served by a Director in the odd-year cohort shall count as one full term.

5) Authority

These election terms and procedures are established by the Receiver pursuant to the authority granted under the Order Appointing Receiver, which authorizes the Receiver to supplant any rights or powers of the Board as to the management and control of the Association, including oversight of any meeting, appointment, or election of any officer, director, or committee member of the Association. The staggered-term assignment method set forth herein is necessary to fulfill the requirements of Article VI, Section 2, of the prior Amended Bylaws and to ensure the orderly transition from receivership control to member-elected governance, as contemplated by prior governance documents and by the owners in prior years.

VII. NOTICE TO CANDIDATES AND VOTERS

All candidates for election to the Board of Directors and all Members eligible to vote are hereby notified that:

1. This election is for all **seven (7)** seats on the Board of Directors.
2. Each Member may vote for up to seven (7) candidates.
3. The four (4) candidates receiving the most votes will serve two-year terms expiring April 30, 2028.
4. The next three (3) highest vote-getters will serve one-year terms expiring April 30, 2027.
5. By submitting a Nomination Form, each candidate acknowledges and accepts the staggered-term assignment method described in this Supplemental Notice.
6. Ties at the boundary between the two-year and one-year cohorts will be resolved by a lot conducted by the Receiver.

SIERRA CREST HOMEOWNERS ASSOCIATION, INC.

Court-Appointed Receivership

Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas

VIII. NOMINATION PROCEDURES

Candidates interested in running for a position on the Board of Directors must submit a completed Nomination Form (**attached hereto**) to the Receiver/Inspector of Elections by the deadline stated above. Nomination Forms must be submitted as follows to all three email addresses:

By Email: EBunn@BunnandAssociates.com;
LFernandez@BunnandAssociates.com;
ASifuentes@BunnandAssociates.com
Edward DeV. Bunn, Jr., Receiver
P.O. Box 942
El Paso, Texas 79946

This candidate solicitation notice is issued at least ten (10) days before the Association disseminates electronic ballots to Members, as required by Texas Property Code § 209.00593(a). The deadline to submit a candidacy request may not be earlier than the 10th day after this notice is provided. (Tex. Prop. Code § 209.00593(a).)

IX. ELECTRONIC VOTING METHOD

All voting shall be conducted electronically via SnapBallot (<https://my.snapballot.app>), a function of Survey and Ballot Systems. No absentee or proxy ballots will be accepted.

Vote Authentication: Each eligible Member will receive a unique electronic ballot link from SnapBallot to the email address on file with the Association. Votes recorded on the electronic voting system are deemed signed by virtue of the voter’s login credentials, in accordance with the Texas Uniform Electronic Transactions Act (UETA), Tex. Bus. & Com. Code § 322.007, and the Amended Bylaws (Article V, Section 5). An electronic ballot or vote is deemed signed and in writing for purposes of Texas Property Code § 209.0058(b).

X. MODIFIED QUORUM FOR THIS ELECTION

The casting of electronic votes by thirty percent (30%) of the Owners shall constitute a quorum for this election.

XI. VOTE COUNTING, RESULTS, AND CERTIFICATION

The Inspector of Elections shall disclose the names of the winning candidates within twenty-four (24) hours after the close of the electronic voting period by posting the results on the Association website and/or by electronic notice to all Members. The candidates receiving the highest number of votes (plurality) for the number of positions to be filled shall be declared elected.

Within five (5) days of the election, the Inspector of Elections shall provide written certification of the election results to the Board, including the number of votes received by each candidate and the total number of valid ballots cast.

XII. RECOUNT AND CHALLENGE PROCEDURES

An automatic verification shall be conducted if the margin between any elected candidate and the next highest vote recipient is less than two percent (2%) of the total valid ballots cast or three (3) votes, whichever is greater.

Any Owner may request a recount by submitting a written request to the Inspector of Elections not later than the fifteenth (15th) day after the later of the date of the election or the date of the announcement of results. The Association shall estimate and invoice costs to the requesting Owner. If the recount changes the outcome, costs shall be reimbursed.

XIII. BALLOT SECURITY AND RECORD RETENTION

All election materials shall be retained for one (1) year following the election or until any challenge or dispute has been finally resolved, whichever is longer. No ballot contents shall be disclosed prior to the public announcement. Upon written request submitted within thirty (30) days of the election, any Member may inspect the election materials (excluding individual ballots) in the presence of the Inspector of Elections or a Board member.

XIV. CONTACT INFORMATION

For questions regarding this election, nomination procedures, or electronic voting, contact:

Edward DeV. Bunn, Jr., Receiver / Inspector of Elections

P.O. Box 942, El Paso, Texas 79946

Phone: (915) 532-7500

Email: EBunn@BunnandAssociates.com;
ASifuentes@BunnandAssociates.com; and
LFernandez@BunnandAssociates.com

XV. MEMBER OBLIGATION TO UPDATE CONTACT INFORMATION

Members are responsible for notifying the Association in writing with up-to-date contact information, including address, email, and cell phone numbers. (Amended Bylaws, Article III, Section 3.) Members who have not provided a current email address to the Association should do so promptly to ensure receipt of their electronic ballot via SnapBallot.

Edward DeV. Bunn, Jr.

Court-Appointed Receiver and Inspector of Elections
Sierra Crest Homeowners Association, Inc.
Cause Nos. 2024DCV4431 & 2025DCV0016
41st Judicial District Court, El Paso County, Texas

NOMINATION FORM

CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS

Nomination Period: April 6 – April 13, 2026

**Nominations accepted beginning April 6, 2026, at 9:00 A.M. (MST)
DEADLINE: This form must be received no later than
5:00 P.M. (MST) ON MONDAY, APRIL 13, 2026**

Submit to: Edward DeV. Bunn, Jr., Receiver / Inspector of Elections

Email: EBunn@BunnandAssociates.com;
LFernandez@BunnandAssociates.com; and
ASifuentes@BunnandAssociates.com

SECTION 1: CANDIDATE INFORMATION

Full Legal Name: _____

Mailing Address: _____

City: _____ **State / ZIP:** _____

Email Address: _____ **Phone:** _____

Lot Number(s): _____

SECTION 2: ELIGIBILITY CERTIFICATION

By submitting this Nomination Form, I certify, under penalty of perjury, that each of the following statements is true and correct:

- Membership.** I am the record Owner (or one of the record Owners) of a Lot in the Sierra Crest Subdivision that is subject to assessment by the Association, and I am therefore a Member of the Association. (Amended Bylaws, Article III, Section 1; CC&Rs, Part E-1.)
- Term Limits.** I have not served two (2) consecutive terms on the Board of Directors, or if I have, at least two (2) years have elapsed since I left office. I am not term-limited under Article VI, Section 2.1, of the Amended Bylaws.
- Willingness to Serve.** I am willing and able to serve on the Board of Directors of Sierra Crest Homeowners Association, Inc., if elected, and to discharge the duties of a Director faithfully and in accordance with the Amended Bylaws, the Declaration (CC&Rs), and applicable law.
- Disclosure of Conflicts.** I do not have any conflict of interest that would prevent me from serving on the Board, or if I do, I have disclosed such conflict in Section 4 below.
- Acknowledgment.** I understand that election to the Board requires a plurality of the votes cast (Amended Bylaws, Article VI, Section 2(b)), that there shall be no cumulative voting (Amended Bylaws, Article V, Section 5), and that all voting will be conducted electronically via SnapBallot.

SECTION 3: CANDIDATE STATEMENT (OPTIONAL)

You may provide a brief statement (250 words or fewer) describing your qualifications, experience, and goals for the Association. This statement may be included with the electronic ballot distributed to Members.

SECTION 4: CONFLICT OF INTEREST DISCLOSURE (IF APPLICABLE)

If you have any business, financial, or personal relationship that could constitute a conflict of interest with respect to service on the Board of Directors, please describe it below:

SECTION 5: SIGNATURE AND CERTIFICATION

I certify that the information provided in this Nomination Form is true and correct to the best of my knowledge. I understand that providing false information may result in disqualification of my candidacy. I consent to the publication of my name and candidate statement (if provided) on the electronic ballot distributed to Members.

Signature of Candidate

Date

Printed Name of Candidate

NOTE REGARDING ELECTRONIC SUBMISSION

This Nomination Form is submitted via email to EBunn@BunnandAssociates.com, ASifuentes@BunnandAssociates.com, and LFernandez@BunnandAssociates.com. The submission shall be deemed signed by virtue of the sender's email credentials, in accordance with the Texas Uniform Electronic Transactions Act (UETA), Tex. Bus. & Com. Code § 322.007, and the Amended Bylaws (Article V, Section 5). The candidate should type their full legal name in the signature field above and attach a scanned or photographed copy if a wet signature is preferred.

FOR OFFICIAL USE ONLY – INSPECTOR OF ELECTIONS

Date Received: _____

Time Received: _____

Lot Ownership Verified: Yes No

Term Limit Verified: Yes No N/A

Candidate Accepted: Yes No

If No, Reason: _____

Inspector Initials: _____ Date: _____

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 3

Condominium and Homeowners' Association Management Agreement

Association: Sierra Crest Homeowners Association, Inc.

Agent: DANA Properties Inc.

For property located at: Sierra Crest

Beginning: April 1, 2026

Ending: March 31, 2027

This agreement (the "Agreement") is made and entered into this 23rd day of March 2026, by and between the unit owners' association known as Sierra Crest Homeowners' Association Inc. (the "Association"), which is established in accordance with the laws of the State of El Paso, for the property located at Sierra Crest, El Paso, Texas, 79902, (the "Property"), and DANA Properties Inc. (the "Agent"), by and through Edward DeV. Bunn, Jr., Court-Appointed Receiver, Sierra Crest Homeowners Association, Inc., Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas.

Authority of the Agreement

By and through Edward DeV. Bunn, Jr., Court-Appointed Receiver, Sierra Crest Homeowners Association, Inc., Cause Nos. 2024DCV4431 & 2025DCV0016, 41st Judicial District Court, El Paso County, Texas, for and on behalf of the Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 - Term of Agreement

The Board Appoints Agent exclusively to manage the Property for a period of one year, beginning April 1, 2026, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period, provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 - Services of Agent

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 Collection of Assessments

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental and other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 Records of Income and Expenditures

Agent shall maintain records of all income and expenses relating to the Property and shall submit to the Association on or before the 10th day of the following month a balance sheet and income/expense statement for the preceding month.

2.3 Preparation of Annual Budget

Sixty (60) days prior to the beginning of each fiscal year, which begins on January 1, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 Submission of Annual Report

Within thirty (30) days after the end of each fiscal year, Agent shall submit to the Association an income/expense summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such an annual report shall not be construed to require the Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 Maintenance of Common Elements

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including any park, common areas, trees, shrubs, landscaping, rock landscaping, entrances, common rock walls, watering systems, electrical systems, gates, elevators, common streets, street and identification signs.

2.6 Payment of Employment Taxes

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.7 Utilities and Services Contracts

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and as its expense.

2.8 Payment of Expenses

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to the authority granted by the Board on behalf of the Association.

2.9 Records of Insurance

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2 or required by the local ordinances of Santa Teresa. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.10 Excluded Services

Agent shall not possess or perform law enforcement, police protection, or security service for the Association.

Section 3 – Limitation on Expenditures by Agent

In discharging its responsibilities under Section 2 of this Agreement, Agent shall not make any unbudgeted expenditure or incur any nonrecurring contractual obligation exceeding \$500.00 without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of Section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any reasonable amount or incur a reasonable contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 – Agent not Responsible for Maintenance of Individual Units

Except as mandated in the Declaration, Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 – Disposition of funds

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 Deposit of Collections

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from the Agent's own funds and from the funds of any others. In addition to persons designated by the Board, Agent's designees shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such an operating account shall not be required to bear interest.

5.2 Payment of Expenses

Agent shall pay all expenses of operating and management of the Property from the Association's funds held in the account by Agent. Any amounts properly owed to Agent by the Association shall also be paid from such account.

5.3 Agent not Required to Advance Funds

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due the Agent under any provision of this Agreement, and not paid within 10 days after such sums have become due for reasons beyond the Agent's control, shall bear interest at the rate of 18% per annum.

Section 6 – Attendance at Board Meetings

Agent, or a designated employee or other representative of Agent, shall attend up to fourteen (14) regular meetings of the Board each year and the annual meeting of the Association. Upon not less than seventy-two (72) hours' notice, Agent or its designated representative shall attend additional meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$50 per hour for that individual's attendance at each additional meeting. The Agent or its representative shall be the custodian of the official records of the Board and the Association. However, neither Agent nor its representative shall be required to record the minutes of such meetings.

Section 7 – One Board Member to Deal with Agent

The Board shall designate one of its members who shall be authorized to deal with the Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. The Board may appoint a vice president as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction, or the like to the Board and shall then follow the direction of the Board.

Section 8 – Limitation of Agent's Authority and Responsibility

The Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 Structural Changes

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 Building Compliance

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules or regulations (including those related to the existence and disposal of solid, liquid and gaseous wastes and toxic or hazardous substances) of any city, county, state or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. However, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the common facilities comply with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend and hold Agent, its representatives, servants and employees harmless of and from all loss, cost, expense and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

8.3 Agent Assumes No Liability

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by an individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly address them.

Section 9 – Agent's Compensation

Agent shall be compensated for the specific services set forth below.

9.1 For Management Services

The Association shall pay Agent a management fee of \$650.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon the Board's approval of the Annual Budget, and such adjustment shall be incorporated into this Agreement by reference. However, such adjustment shall not be less than that stated above. Any increase must be approved by the Board at least sixty (60) days prior to the end of the current contract term. Agent shall also charge a fee for the preparation and delivery of HOA resale certificates. The Agent's fee for preparation of such resale certificates shall be \$250, and any updated resale certificates shall be \$50, but may be adjusted to the amount allowable by Section 207 of the Texas Property Code. The fees of resale certificates shall be collected by the Agent at closing and deemed fees earned solely by the Agent for services rendered by the Agent, and any past earned fees or portions thereof and future earned fees by the Agent shall not be deemed or considered as an expense of the Association or as income to or of the Association. Such resale certificate fees shall not apply to the refinancing of a property in the Association. Any transfer fee that the Association may charge in the future shall be paid to the Association and shall be independent of the resale certificate fees. No

further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. The Association shall pay for supplies, postage, and printing.

Section 10 – Obligations of the Association

The Association shall ensure the Property, Agent, and itself against liability and bear the expense of any litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 Save Agent Harmless from Liability Suits

The Association shall indemnify, defend and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence in the performance of the duties of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries or death of any employee or other person, provided that this indemnity and hold harmless does not apply to the gross negligence or willful misconduct of Agent or its employees. The Association shall pay all expenses incurred by Agent, including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent regarding any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property under the preceding sentence.

10.2 Establish and Maintain Liability Insurance

The Association shall carry at its own expense public liability and such other insurance as may be necessary or appropriate or required by the City of El Paso. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within 10 days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of 10 days' written notice to Agent before any cancellation of or changes to said policies.

10.3 Pay All Expenses of any Litigation

The Association shall pay all expenses reasonably incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, or any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in representative capacity, violated any such law. Nothing contained in the Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 Save Agent Harmless from Labor Law Violations

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation by the Association of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, backpay awards, court costs, litigation expenses, and attorneys' fees.

10.5 Binding Arbitration

The parties to this contract hereby waive their right to a jury trial and/or civil trial. The parties agree to submit any and all disputes and claims of any kind arising out of or relating to this agreement in any manner whatsoever to binding arbitration with the American Arbitration Association. Either party has a right to submit any dispute or claim for breach, mismanagement, nonperformance, nonpayment, or any other claim whatsoever arising out of or related to this contract and or the parties' relationship hereunder to an objective third-party arbitrator according to the procedures adopted and set forth by the American Arbitration Association. Each party shall be responsible for its own attorneys' fees and expenses, and the costs of arbitration shall be divided equally. The arbitrator shall award reimbursement for attorneys' fees and costs of arbitration to the prevailing party.

10.6 Provide for Initial Deposit and Contingency Reserve

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$1,000.00 to be deposited in the account(s) established for the Association pursuant to Paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$1,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable the Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.7 Approve Annual Budget

Within thirty (30) days of receipt of the recommended annual budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide Agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget, but always subject to the control of the Board.

Section 11 Termination by Agent for Cause

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapses. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 Termination by the Association; Cancellation Fee

The Association may cancel this Agreement at any time on not less than sixty (60) days' prior notice to Agent, provided that such notice is accompanied by payment to Agent of a cancellation fee in an amount equal to the total management fee for a period of two (2) months. For this purpose, the monthly management fee shall be presumed to be the same as that of the last month prior to service of the notice of cancellation. Association may cancel this agreement without penalty if Agent fails to properly perform its duties under this Agreement, and no cancellation fee shall be payable.

Section 13 Association Responsible for Payments

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contracts or outstanding bills properly executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement (limited to the amount of outstanding obligations).

Agent may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 Relationship of Agent to the Association

The relationship of the parties to this agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of, and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 Indemnification Survives Termination

All representations and warranties of the parties contained herein shall survive the termination of this agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this agreement were still in effect.

Section 16 Headings

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 Force Majeure

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 Complete Agreement

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless

approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 Rights Cumulative; No Waiver

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 20 Applicable Law and Partial Invalidity

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Texas. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by notice to the other party.

Section 21 Notices

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereinafter in writing.

21.1 To Agent

DANA Properties Inc.
600 Sunland Park Drive #1-400
El Paso, Texas 79912

21.2 To The Association

_____, President [TBD by Election May 15, 2026]

El Paso TX 79902

21.3 Delivery of Notices

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States Mail as provided herein.

Section 22 Agreement Binding on Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in

connection with the sale of all or substantially all of the assets of its business to a person or entity with similar management experience. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Signatures

In witness whereof, the parties have affixed or caused to be affixed their respective signatures this **23rd day of March 2026.**

Board:



Digitally signed by Edward DeV. Bunn, Jr.
DN: cn=Edward DeV. Bunn, Jr., o=Bunn and Associates, P.C.,
email=EBunn@BunnandAssociates.com, c=US
Location: El Paso, TX
Date: 2026.03.23 11:26:17 -06'00'
Adobe Acrobat version: 2025.001.21288

By:

Sierra Crest Homeowners' Association Inc.
Edward DeV. Bunn, Jr., Court-Appointed Receiver
for Sierra Crest Homeowners Association, Inc.
Cause Nos. 2024DCV4431 & 2025DCV0016
41st Judicial District Court, El Paso County, Texas

Agent:



By:

DANA Properties Inc., President, Sheldon Wheeler

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 4

ScottHulse PC

ATTORNEYS AT LAW

G. RUSSELL HILL
W. DAVID BERNARD
STUART R. SCHWARTZ
ROBERT R. FEUILLE
BERNARD D. FELSEN
R. GLENN DAVIS ▶
ROSEMARY MORALES MARIN ▶
HENRY J. PAOLI
CASEY S. STEVENSON ▶
FRANCISCO J. ORTEGA ▶
JOSHUA DWYER ▶
MATTHEW T. ARMENDARIZ ▶
SUSANNA VISCONTI
JAMES FEUILLE ▶

ZACH DAW ▶
DONALD C. DAVIE ▶
TOMAS PORRAS-ACOSTA
FRANK KINSON
VIANEY MARTINEZ
ZACHERY A. GRIGG
PATTERSON W. KEIM
RICHARD HUNT
GABRIELLA MARQUEZ ▶
ALEJANDRA PASILLAS
GIDEON MEIER
LUIS MAGANA
MICHAEL ALCALA

* ADMITTED IN TEXAS AND NEW YORK
▶ ADMITTED IN TEXAS AND NEW MEXICO
♦ ADMITTED IN WISCONSIN ONLY

OF COUNSEL: JEFFREY C. BROWN *

SCOTTHULSE.COM

ONE SAN JACINTO PLAZA
201 E. MAIN DR., STE. 1100
EL PASO, TEXAS 79901

POST OFFICE BOX 99123
EL PASO, TEXAS 79999-9123
TELEPHONE (915) 533-2493
FACSIMILE (915) 546-8333

OFFICES IN EL PASO TX AND LAS CRUCES NM

November 20, 2025

Via Email: sheldon@danaproperties.com

Sierra Crest Homeowners Association
Attn: Sheldon Wheeler
c/o DANA Properties
600 Sunland Park Dr., Building 1, Suite 400
El Paso, TX 79912

Re: Sierra Crest Subdivision

Dear Mr. Wheeler:

This firm represents Sam and Tosh Faith, homeowners in the Sierra Crest subdivision here in El Paso. Mr. and Mrs. Faith reached out to us because they are interested in clarifying and addressing certain issues pertaining to their home's property line, and based on our review of the county records, we see that Sierra Crest Homeowners Association ("Association") is the owner of a portion of the adjoining real estate (Common Open Space [16,215.12 square feet]) (the "Common Open Space"). To effect this clarification, a proposed replat has been prepared and submitted to the City of El Paso Planning and Inspections Department (the "City"). A copy of the proposed replat is attached hereto for your reference. Also attached is a depiction of the portion of Replat "H" that reflects the boundaries of the Common Open Space for which our client seeks a vacation of the Common Open Space Dedication.

The City is requesting Sierra Crest Homeowners Association's approval of an encroachment in the referenced common open space. To this end, we respectfully request the following:

1. A Sierra Crest Homeowners Association Board ("Board") resolution vacating the Common Open Space dedication,

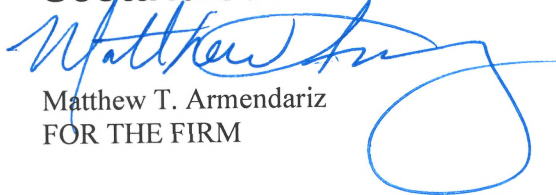
Sierra Crest Homeowners Association
November 20, 2025
Page 2 of 4

2. An Amendment to the Declaration,
3. The Board's authorization to record the Amendment to Declaration,
4. Inclusion of this item on the next Homeowners Association Meeting Agenda for owner vote,
5. A list of all current lot owners in Sierra Crest subdivision, and
6. That the Board advise us what the Association's procedure is for obtaining owner consent to amendments.

You can call me any time that is convenient for you at (915) 546-8203. Or, you can send me an email at marm@scotthulse.com, and we can set up a time to discuss, or otherwise go from there.

Sincerely,

ScottHulse PC



Matthew T. Armendariz
FOR THE FIRM

MTA/sr

Enclosure(s):

- Sierra Crest Replat "H"
- Depiction of Common Open Space
- Common Open Space Vesting Deed

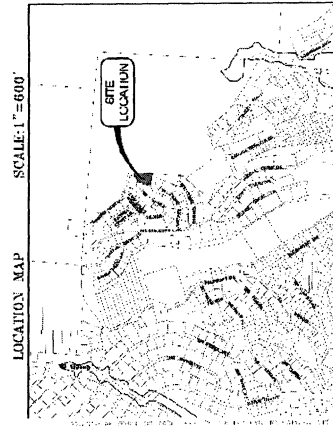
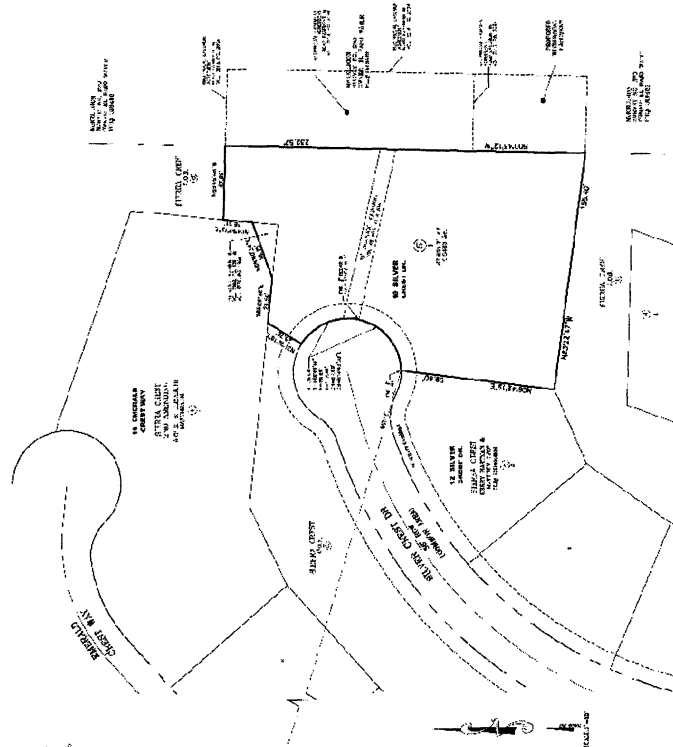
cc: Sam and Tosh Faith

SIERRA CREST

REPLAT "H"

BRING A REPLAT OF LOT 1 AND PORTION OF LOT 2, BLOCK 5, PORTION OF BLOCK C (OPEN SPACE), SIERRA CREST, AND PORTION OF LOT 1, BLOCK 9, SIERRA CREST 2ND AMENDING, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 0.6420 AC±.

NOTES:
 1. THE REPLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, RULES AND REGULATIONS OF THE CITY OF EL PASO, TEXAS, AND EL PASO COUNTY, TEXAS.
 2. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 3. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 4. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 5. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 6. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 7. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 8. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 9. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.
 10. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, ENCUMBRANCES AND INTERESTS OF RECORD.



DEDICATION
 I, the undersigned, do hereby dedicate to the City of El Paso, Texas, the following described property, to-wit: ...

ACKNOWLEDGEMENT
 I, the undersigned, do hereby acknowledge the foregoing dedication of the above described property to the City of El Paso, Texas, and the City Clerk, El Paso, Texas, on this day of ...

CITY PLAN COMMISSION
 Approved by the City Plan Commission on this day of ...

FILING
 Filed for record in the Office of the County Clerk, El Paso County, Texas, on this day of ...



EL PASO COUNTY, TEXAS
 CITY OF EL PASO
 CITY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: Effective as of the date written below.

Grantor: CRAZY CAT JOINT VENTURE
450 Newport Center Drive
Newport Beach, CA 92660

Grantees: SAMUEL C. FAITH and TOSHIKO FAITH
 10 Silver Crest Drive
 El Paso, Texas 79902

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain real property legally described on Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Any and all easements, reservations, restrictions, conditions and matters of record as same may affect the herein-described property;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
3. Standby fees, taxes and assessments by any taxing authority for the year during which this deed is effective and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; and
4. Any and all vendor liens, mortgages, deeds of trust and other liens of record.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty referenced above, grants, sells and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantees and Grantees' heirs, executors, administrators, personal representatives and assigns forever. Grantor binds Grantor and Grantor's respective successors and assigns to warrant and forever defend all and singular the Property unto Grantees and Grantees' heirs, executors, administrators, personal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty referenced above.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 9 day of May, 2024.

GRANTOR:

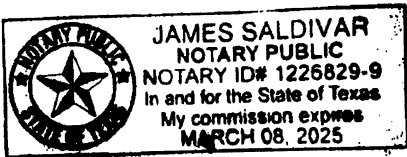
CRAZY CAT JOINT VENTURE

By: [Signature]
Name: William Van Haselen, III
Title: President and Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 9 day of May, 2024, by William Van Haselen, III, President and Authorized Agent of **CRAZY CAT JOINT VENTURE**, on behalf of said joint venture.

[Signature]
NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:

James M.H. Feuille
c/o ScottHulse PC
One San Jacinto Plaza
201 East Main Drive, Suite 1100
El Paso, Texas 79901

Exhibit "A"

PROPERTY DESCRIPTION

A 0.4248 ACRE PORTION OF THE COMMON OPEN SPACE, SIERRA CREST

Description of a parcel of land being a portion of the common open space of Sierra Crest, City of El Paso, El Paso County, Texas, the plat of said Sierra Crest recorded in volume 48, pages 28 and 28A, El Paso County Clerks Records, and being an area shown on said plat as common open space adjacent to Lot 1, Block 5, Sierra Crest, and described as follows;

Beginning at a 5/8" rebar found at the most northerly corner of Lot 1, Block 5, Sierra Crest, lying on the ROW of Silver Crest Drive (36' wide), from which a 1/2" rebar with cap stamped "2564" found at the northeasterly corner of said Lot 1, Block 5, bears South 78°25'05" East (bearing basis) a distance of 77.80', and being the "Point Of Beginning";

Thence, along the ROW of said Silver Crest, 53.14' along the arc of a curve to the left, having a radius of 35.00', a central angle of 86°59'42" and a chord bearing North 31°54'58" West a distance of 48.18' to a point;

Thence, leaving the ROW of said Silver Crest Drive, North 14°35'11" East a distance of 20.21' to a point on the southerly boundary line of Lot 1, Block 6, Sierra Crest Second Amending Subdivision (filed in Clerk's File #20170006472, and being an angle point of this parcel:

Thence, with said southerly boundary line of said Lot 1, Block 6, South 85°02'48" East a distance of 82.50' to the southeast corner of said Lot 1, Block 6, and being an angle point of this parcel.

Thence, with the easterly boundary line of said Lot 1, Block 6, North 04°57'12" East a distance of 22.40' to an angle point of this parcel;

Thence, leaving said easterly boundary line of said Lot 1, Block 6, South 89°16'48" East a distance of 63.89' to a point on the easterly boundary of said Silver Crest Subdivision, and being the northeasterly corner of this parcel;

Thence, with said easterly boundary line of said Silver Crest Subdivision, South 00°43'12" West a distance of 222.52' to the southeast corner of this parcel;

Thence, leaving said easterly boundary line of said Silver Crest Subdivision, North 83°29'30" West a distance of 173.31' to a point on the southerly boundary line of Lot 2, Block 5, Sierra Crest, and being the southwest corner of this parcel;


Thence with said southerly boundary line of said Lot 2, North 66°20'33" East a distance of 18.84' to the south common corner of Lots 1 and 2, Block 5, Sierra Crest;

Thence, with the southerly boundary line of said Lot 1, Block 5, South 89°16'48" East a distance of 105.00' to an "X" marked with marker at the southeast corner of said Lot 1;

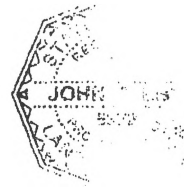
Thence, along the easterly boundary line of said Lot 1, Block 5, North 00°43'12" East a distance of 106.16' to said 1/2" rebar with cap stamped "2564" found at the northeasterly corner of said Lot 1;

Thence, with the northerly boundary line of said Lot 1, Block 5, North 78°25'05" West a distance of 77.80' to the "Point Of Beginning" and containing 18,506 sq. ft. or 0.4248 acres.

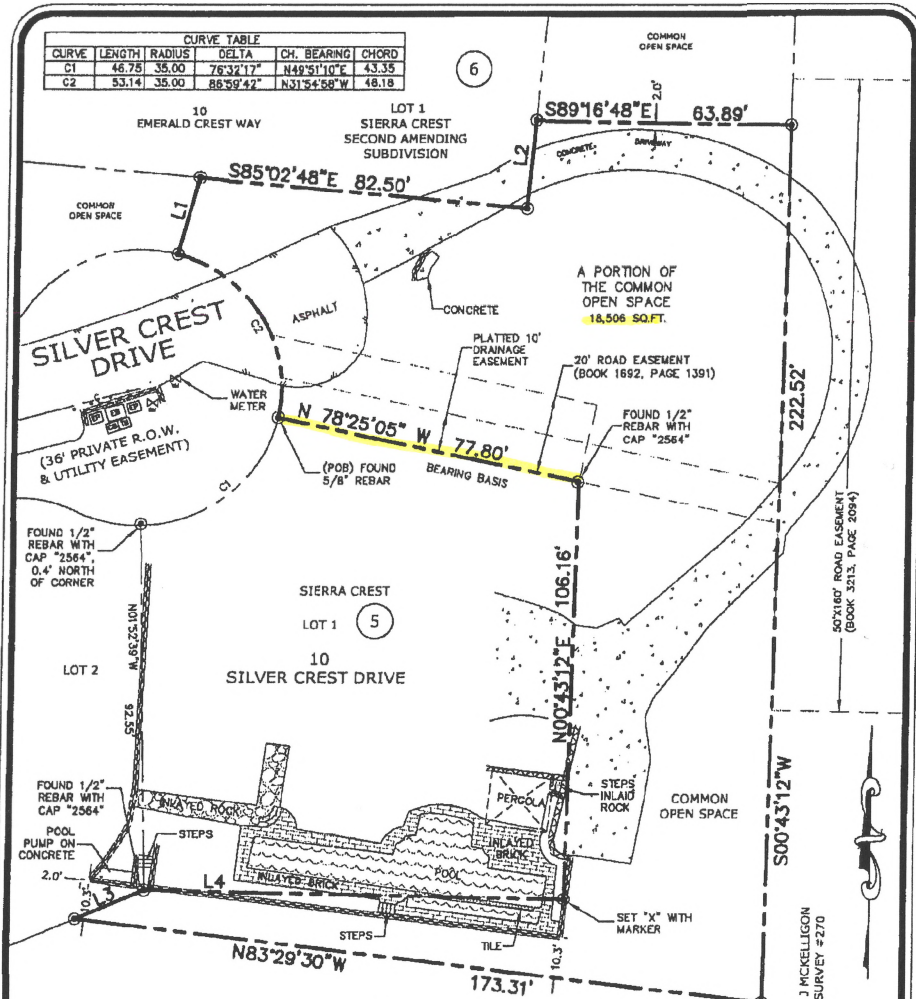
Based on a field survey performed under my supervision and dated 08/16/2022


John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPELS FIRM #10001200



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	46.75	35.00	76°32'17"	N49°51'10"E	43.35
C2	53.14	35.00	86°59'42"	N31°54'58"W	48.18



IMPROVEMENTS LEGEND	
CB	CABLE BOX
EB	ELECTRIC BOX
EP	ELECTRIC PANEL
TB	TELEPHONE BOX
⊗	GAS METER
⊙	GUARD POST
▨	ROCK WALL

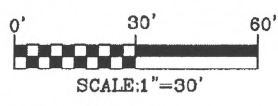
LINE TABLE		
LINE	LENGTH	BEARING
L1	20.21	N14°35'11"E
L2	22.40	N04°57'12"E
L3	18.84	N68°20'33"E
L4	105.00'	N89°16'48"W

NOTES:
 1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS, NOT SHOWN.
 2. CORNERS SET OR FOUND AS NOTED.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOHN A. EBEL, TX-5372 NM-17779



A PORTION OF THE COMMON OPEN AREA,
 SIERRA CREST,
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
 VOLUME: 48
 PAGE: 28 & 28A

TITLE CO: NONE PROVIDED
 FIRM ZONE: C PANEL#: 480214-0033 B DATED: 10/15/1982
 DATE OF SURVEY: 08/16/2022 OFFICE: DH FIELD: JAE, AG
PASO DEL NORTE SURVEYING INC. PH. 915-241-1841
 13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX 915-855-6925
 © COPYRIGHT

Doc # 20240037522
#Pages 4 #NFPages 1
05/24/2024 02:10 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$37.00

eRecorded

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 Recording
Division of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 5

Subject: Ref[4]: FW: Sierra Crest Subdivision
From: "Edward DeV. Bunn, Jr." <EBunn@BunnandAssociates.com>
Sent: 3/9/26, 9:35:11 PM
To: "Jimmy Feuille" <jfeu@scotthulse.com>
CC: "Sandi Ramirez" <sram@scotthulse.com>; "Matt Armendariz" <marm@scotthulse.com>

Jimmy—

After re-reading the order and considering what you are asking, I believe you are correct that, factually speaking, I am the Board of Directors and the HOA; however, I'm sorry, but I cannot accommodate your client's request. I do not believe what you are asking of me was or is the intended purpose of the Receivership directed by Judge Perez. My mandate, despite the complete HOA authority granted to me, is to get a new board of directors elected and allow them to govern themselves, and terminate the Receivership. I believe taking the actions your client wishes me to take is outside the intended purpose of the Receivership, albeit within the confines of the authority vested in me.

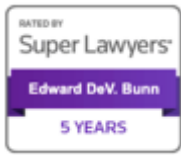
I do not see an immediate need for action that cannot wait until a new Board is elected and operational in 30-45 days.

If you file a motion to have Judge Perez approve what your client wants, I will answer your motion with only my position generally stated above, without direct objection; however, I'm not willing to take on the issue of transferring or dissolving HOA common open space at this time due to the complexities of setting up and conducting the election Judge Perez has directed. After that election, a new Board of Directors will be installed, and it will be up to that Board to determine if your client's request is permissible.

Edward DeV. Bunn, Jr.



915-532-7500 Main
 915-532-7503 Fax
 311 Montana, Law Center
 El Paso, Texas 79902
 Email: EBunn@BunnandAssociates.com
 Website: www.BunnandAssociates.com



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----- Original Message -----

From "Jimmy Feuille" <jfeu@scotthulse.com>
 To "Edward DeV. Bunn, Jr." <EBunn@BunnandAssociates.com>
 Cc "Sandi Ramirez" <sram@scotthulse.com>; "Matt Armendariz" <marm@scotthulse.com>
 Date 3/7/2026 4:25:50 PM
 Subject RE: Ref[2]: FW: Sierra Crest Subdivision

Ed,

We've been looking at this to see if we can help you get comfortable with what we need.

As we understand it, we need you, as Receiver, to do four things, all of which are standard board-level administrative functions:

1. Provide the complete lot owner list (e.g., names, addresses, lot numbers). We need the denominator to calculate the 75% threshold under Section H-2 of the Declaration (page 18).
2. Send the required written notice to all owners describing the proposed amendment to vacate the common open space dedication. Section H-2 requires the Association to give "written notice to contain an exact description of any proposed action" before any amendment instrument can be recorded. You **are** the Association right now.
3. Start the 30-day mortgagee objection period. Section H-2 requires that 30 days elapse after notice, during which registered mortgage holders holding 50% or more can file written objections to block the amendment. This clock doesn't start until notice goes out, so every day we wait is a day added to the back end.

- 4. Facilitate the owner consent process (i.e., circulating individual consent forms or calling a meeting, depending on what's practical).

We don't need you to transfer or ell any property. Amending the Declaration under Section H-2 is not a "transfer or sale" of real property. No title passes. No consideration changes hands. The HOA isn't conveying anything; rather, the lot owners are collectively amending their own restrictive covenants by recorded instrument. Your role in this process is purely administrative.

We think the receivership order actually supports your authority here in multiple ways:

- Ed has "full management and control" of the HOA, supplanting the board's authority (Order, ¶ regarding scope of authority). Everything we're asking him to do (e.g., sending notices, providing owner lists, facilitating a vote) is what a functioning board would do.
- Ed has express authority to "review and revise the Declarations and Bylaws" (Order, ¶ regarding scope of authority). If the court gave him power to revise the Declarations, it's difficult to argue he can't even initiate the process for an owner-approved amendment to the same Declarations.
- The order is "self-executing unless the specific action requires subsequent court authorization" (Order, ¶ regarding self-executing nature). The only specific action requiring court authorization is a "transfer or sale of real property." Administrative facilitation of an owner vote is not that.

What do you think?

James M.H. Feuille

Shareholder

Direct: 915.546.8223 Main: 915.533.2493 Fax: 915.546.8333

jfeu@scotthulse.com | scotthulse.com

ScottHulse PC | 130 Years of Commitment

One San Jacinto Plaza

201 E. Main Dr., Suite 1100, El Paso, TX 79901

Offices in El Paso and Las Cruces, New Mexico

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From: Edward DeV. Bunn, Jr. <EBunn@BunnandAssociates.com>

Sent: Thursday, February 26, 2026 4:15 PM

To: Jimmy Feuille <jfeu@scotthulse.com>

Cc: Sandi Ramirez <sram@scotthulse.com>; Matt Armendariz <marm@scotthulse.com>

Subject: Re[2]: FW: Sierra Crest Subdivision

**** EXTERNAL EMAIL ****

Jimmy—

I would need to file a motion and have court approval to accommodate the request based on the language in the order:

[Faint, illegible text from court order]

IT IS FURTHER ORDERED, however, that Receiver shall not, without prior written approval from the Court, take any action involving the transfer or sale of real property owned by SIERRA CREST; and

I hope to have an election scheduled to install a new Board of Directors within the next 45-60 days. My suggestion would be to wait until

a new Board is installed, and then have your client make the request because it will take an amendment to the declarations to get this done.

Sorry. I wish I could be of more help.

Edward DeV. Bunn, Jr.



915-532-7500 Main
915-532-7503 Fax
311 Montana, Law Center
El Paso, Texas 79902
Email: EBunn@BunnandAssociates.com
Website: www.BunnandAssociates.com



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----- Original Message -----

From "Edward DeV. Bunn, Jr." <EBunn@BunnandAssociates.com>
To "Jimmy Feuille" <jfeu@scotthulse.com>
Cc "Sandi Ramirez" <sram@scotthulse.com>; "Matt Armendariz" <marm@scotthulse.com>
Date 2/26/2026 4:04:22 PM
Subject Re: FW: Sierra Crest Subdivision

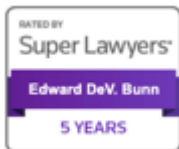
Jimmy—

I did not realize your client was seeking to vacate part of the HOA's open space. I will need to review the order appointing me in that matter to determine if I have the authority to dispose of HOA property or vacate a dedication. Off the top of my head, I'm not sure I do, but I will check. I thought your client only needed approval on plans or the like, something like ACC approval. I need to make sure I can do what you are asking.

Edward DeV. Bunn, Jr.



915-532-7500 Main
915-532-7503 Fax
311 Montana, Law Center
El Paso, Texas 79902
Email: EBunn@BunnandAssociates.com
Website: www.BunnandAssociates.com



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----- Original Message -----

From "Jimmy Feuille" <jfeu@scotthulse.com>
To "Edward DeV. Bunn, Jr." <ebunn@bunnandassociates.com>
Cc "Sandi Ramirez" <sram@scotthulse.com>; "Matt Armendariz" <marm@scotthulse.com>
Date 2/26/2026 3:30:41 PM
Subject FW: Sierra Crest Subdivision

Ed,

Thanks for the discussion today. Attached is the Letter that we sent to the HOA a few months ago outlining what we are trying to do and what we need to do to clear up these issues. If you believe you have the power as receiver to help, we can draft whatever documents you need.

Thank you,
Jimmy

James M.H. Feuille

Shareholder

Direct: 915.546.8223 **Main:** 915.533.2493 **Fax:** 915.546.8333

jfeu@ScottHulse.com | ScottHulse.com

ScottHulse PC | 130 Years of Commitment

One San Jacinto Plaza

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From: Sheldon Wheeler <sheldonswheeler@yahoo.com>

Sent: Tuesday, November 25, 2025 10:07 AM

To: Sandi Ramirez <sram@scotthulse.com>

Cc: sheldon@danaproperties.com; Matt Armendariz <marm@scotthulse.com>; Samuel Faith <samuelcfaith@gmail.com>; Yamatani Faith Tosh <tlyfaith@gmail.com>; Jimmy Feuille <jfeu@scotthulse.com>; O. Rico <danaproperties@yahoo.com>

Subject: Re: Sierra Crest Subdivision

****** EXTERNAL EMAIL ******

I forwarded your email to the board and I am waiting for their response.

Sheldon Wheeler

DANA Properties

600 Sunland Park Drive

Building 1 - Suite 400

El Paso TX 79912-5115

www.danaproperties.com

(915) 581-0900

On Nov 20, 2025, at 4:01 PM, Sandi Ramirez <sram@scotthulse.com> wrote:

Mr. Wheeler,

Please see attached correspondence.

Sandi

Sandi Ramirez, PLS

Legal Assistant to W. David Bernard

Direct: 915.546.8250 **Main:** 915.533.2493 **Fax:** 915.546.8333

sram@ScottHulse.com | ScottHulse.com

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IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
THE 41st JUDICIAL DISTRICT

L. FREDERICK FRANCIS and GINGER)
FRANCIS,)
)
Plaintiffs,)
)
v.)
)
SIERRA CREST HOMEOWNERS')
ASSOCIATION, INC.,)
)
Defendant.)

Cause Nos. 2024DCV4431
and 2025DCV0016

RECEIVER'S FIRST QUARTERLY REPORT TO THE COURT
(Reporting Period: January 5, 2026, through March 31, 2026)

EXHIBIT 6

**El Paso County
Delia Briones
County Clerk**

Instrument Number: 20260023374

C.Villa

Recorded On: 3/24/2026 10:21:32 AM

Number of Pages: 22

Examined and Charged as Follows:

Total Recording: 109.00

*****THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Document Number 20260023374
Receipt Number 1967189
Recorded Date/Time: 3/24/2026 10:21:32
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Station: CCH01-CCK099



State of Texas
COUNTY OF EL PASO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Record of El Paso County, Texas.

Delia Briones
County Clerk
El Paso County, TX

**AMENDED BYLAWS OF
SIERRA CREST HOMEOWNERS ASSOCIATION, INC.**

Article I.
Name

The name of the corporation is Sierra Crest Homeowners Association, Inc., hereinafter referred to as the “Association”.

Article II.
Definitions

Amendment. These Amended Bylaws of Sierra Crest Homeowners Association, Inc. supersede and replace all prior Bylaws.

Assessments. The annual assessment charged to each Member for the maintenance of the Association.

Association. Sierra Crest Homeowners Association, Inc., a non-profit corporation.

Common Areas. The entire Project, excepting those portions thereof which lie within the boundaries of any Lot, as defined in the Declaration (CC&Rs Part B-4), Common Areas 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.

Common Open Space. As defined in the Declaration of Covenants, Conditions and Restrictions (Amended September 12, 2023), recorded as Instrument No. 20230076929, Real Property Records of El Paso County, Texas (the “CC&Rs”) (CC&Rs Part B-5), Common Open Space shall refer to and have the same meaning as that term is defined in § 20.02.650 of the El Paso City Code (superseding § 25.21.2 by Ord. 16653 § 2 (part) 2007), which definition is incorporated herein for all purposes.

Declaration. Certain Declaration of Covenants, Conditions and Restrictions for Sierra Crest, dated September 3, 1975, which were recorded in the Office of the County Clerk of El Paso County, on November 3, 1976, under File No. 16738, as amended on September 12, 2023, and any other authorized amendment of the foregoing instrument.

Lot. Any plot of land including any improvements thereon, shown upon the recorded subdivision Map for the Project which is not owned in common with the other Owners of the other Lots.

Major Decision. A major decision is any repair or capital improvement over \$10,000, or any decision that affects the character or lifestyle of the community. Major Decisions require approval of sixty-seven percent (67%) of the Members present at a special meeting of the membership, as required by the Declaration (CC&Rs Part E-10(d)). The Board shall present justification for such expenditures to the Owners at the special meeting.

Member. An Owner who belongs to the Association.

Owner. 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 a security for the performance of an obligation.

Project. The entire real estate described in Exhibit “A” attached hereto for all purposes, divided into Lots and Common Areas within said real estate description.

No Absentee Ballots or Proxy Ballots. There shall be no absentee or proxy ballots; all voting shall be conducted electronically. Pursuant to Texas Property Code § 209.00592(a-1), as amended by Acts 2025, 89th Leg., R.S., Ch. 79 (S.B. 2629), § 5, effective September 1, 2025, a property owners’ association is required to offer only one voting method (absentee ballot, proxy, or electronic ballot). The Association has elected electronic voting as the sole voting method, which supersedes any contrary provisions in the Declaration (CC&Rs), including references to proxy voting in Parts E-10(b) and E-10(d), by operation of § 209.00592(f) Texas Property Code.

Inspector of Elections. An independent person or entity appointed to oversee the electronic election process, maintain the electronic voting account at SnapBallot account (<https://my.snapballot.app>), verify voter eligibility, and certify election results obtained from SnapBallot, as described in Section 2.2 of Article VI.

Electronic Voting and Voting Rights: Section 209.00592 of the Texas Property Code governs voting rights in property owners' associations in Texas and establishes that "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 [under Texas law, proxy voting is deemed to be “in person”]; (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" (V.T.C.A., Property Code § 209.00592). Pursuant to § 209.00592(a-1), as amended by S.B. 2629 (89th Leg., 2025), effective September 1, 2025, a property owners’ association is required to offer only one voting method among absentee ballot, proxy, or electronic ballot. The Association has elected an electronic ballot as its sole voting method. Accordingly, all voting will be conducted electronically via SnapBallot, a function of Survey and Ballot Systems (<https://www.surveyandballotssystems.com>).

Conflicting Provisions. Texas Property Code Chapter 209 (Texas Residential Property Owners Protection Act) sets mandatory requirements that supersede any conflicting provisions in an association’s dedicatory instruments, including bylaws. The amendments proposed herein are intended to bring these By-Laws into full compliance with Chapter 209 and to adopt election integrity best practices. Furthermore, the provisions of 89th Leg., R.S., Ch. 79 (S.B. 2629), which amends Texas Property Code Chapter 209, effective September 1, 2025, supersede both any association’s dedicatory instruments, including bylaws, and Texas Property Code Chapter 209.

Article III. **Membership**

Section 1. Membership Every person or entity who is an Owner of a Lot which is subject by the Declaration to assessment by the Association, including contract sellers 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 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 right to use the Common Areas and any facilities thereon may be suspended by the Board of Directors until such assessment has been paid. Such rights of the Member may also be suspended after ten (10) days written notice and hearing, as required by the Declaration (CC&Rs Part E-5(a)(iv)), 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.

Section 3. Contact Information Members shall be responsible for notifying the Secretary of the Association in writing with their up-to-date contact information, including address, email, and cell phone numbers.

Article IV. **Property Rights**

Section 1. Property Rights Each Member shall be entitled to the use and enjoyment of the Common Areas 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 and to his tenants or contract purchasers who reside on the Lot. Such Member shall notify the Secretary of the Association in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

Article V. **Meetings of Members**

Section 1. Place of Meetings Meetings of the Association shall be held at the principal office of the Project or any other 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 Annual Meeting of the Association shall be held in El Paso, Texas. The Annual Meeting of the Association shall be scheduled in the fourth quarter of the calendar year, but no later than December 15 of each year.

At such meetings, there shall be:

- 1) An election of the Board of Directors, selected by a ballot of the Owners, in accordance with requirements of Article VI of these By-Laws.
- 2) A vote to approve the annual budget for the next calendar year. The annual budget must be approved by two-thirds (2/3) of the Members attending or voting, as required by the Declaration (CC&Rs Part E-10(b)). The Board of Directors shall prepare a detailed explanation of the budget and provide such explanation to the Members at least thirty (30) days ahead of the Annual or Special Members' Meeting, addressing significant changes in

expenses, any proposed increase or decrease in assessments with justification, and alternative ways to bring the budget into balance.

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 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 cast electronically or otherwise in connection with such meeting.

Section 4. Notice and Place of Member Meeting It shall be the duty of the Secretary to post on the Association website and mail a notice of each annual or special meeting, stating the purpose and agenda, including a detailed description of each item to be discussed, 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 and addressed to the Member's address last appearing on the Books of the Association, or supplied by such Member to 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. For elections of the Board of Directors, the notice shall include a complete list of all candidates, for whom an electronic ballot form shall be delivered to each Member entitled to vote.

Section 5. Voting For all elections and Association votes, whether conducted at an annual meeting, special meeting, or by electronic ballot without a meeting, voting shall be on a Lot basis. Owners shall be entitled to one (1) vote for each Lot, except that Owners of two adjoining Lots who already qualified for a single assessment under Part E-7(b)(v) of the 1976 Declaration prior to December 31, 2022, shall be entitled to only one vote for those two Lots. There shall be no cumulative voting. All voting shall be signed as required by state law (including electronic signatures conveyed via email pursuant to the Texas Uniform Electronic Transactions Act (UETA), Sec. 322.007 Tex. Bus. Comm. Code) to ensure the validity of all votes. The Board of Directors shall specify procedures to preserve the confidentiality of voting. All voting shall be by electronic means via SnapBallot unless the Board of Directors establishes a system for voting by paper ballot, or otherwise. Electronic votes, or votes recorded on any web-based voting or survey system designated by the Board of Directors, are deemed to be signed by virtue of the sender's login credentials furnished to the email system or website as set forth in Section 5.2, below. Votes recorded on the electronic voting system are deemed to be signed by virtue of the voter's login credentials furnished to the electronic voting system.

Section 5.1. Candidate Solicitation for Board Elections For elections of Board members, the Association shall comply with the following candidate solicitation requirements:

- (a) If the Association is composed of more than one hundred (100) Lots, at least ten (10) days before the Association disseminates electronic ballots to Members for purposes of voting in a Board member election, the Association shall provide written notice to all Members soliciting candidates interested in running for a position on the Board. [Tex. Prop. Code § 209.00593(a)]

(b) The candidate solicitation notice required by subsection (a) must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Association provides the notice required by this subsection. [Tex. Prop. Code § 209.00593(a)]

(c) To be eligible for election to the Board, a candidate must be a Member of the Association, must not be term-limited under Section 2.1 of Article VI, and must have notified the Association of their candidacy in accordance with the candidate solicitation notice by the stated deadline.

Section 5.2. Electronic Voting Standards Voting for the Board of Directors shall be conducted using SnapBallot electronic voting, which systems shall comply with the following standards:

(a) An electronic ballot or vote is deemed signed and in writing for purposes of these Bylaws and Texas Property Code Section 209.0058. [Tex. Prop. Code § 209.0058(b)]

(b) The Board shall adopt written procedures for electronic voting that address:

- (1) Authentication and identity verification of voters;
- (2) Confirmation receipts provided to voters upon successful submission of their electronic ballot;
- (3) Maintenance of an audit trail sufficient to verify the integrity of the election;
- (4) Security measures to prevent unauthorized access, tampering, or vote manipulation;
- (5) Backup procedures in case of system failure; and
- (6) Procedures to ensure ballot secrecy while maintaining the ability to verify voter eligibility.

(c) The written procedures required by subsection (b) shall be made available to Members upon request.

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 Members, determined in accordance with the voting provisions contained herein and in the Declaration.

Section 7. Quorum Except as otherwise provided in these By Laws, the casting via electronic voting of 30% of Owners as defined in Article II shall constitute a quorum.

Section 8. Voting Rights Protection Pursuant to Texas Property Code Section 209.0059, a provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners' association election of board members or on any matter concerning the rights or responsibilities of the owner is void. Accordingly, the Association shall not deny any Owner the right to vote in any Association election or on any matter solely based on the fact that:

- (a) there is a pending enforcement action against the Owner; or
- (b) the Owner owes the Association any delinquent assessments, fees, or fines.

[Tex. Prop. Code § 209.0059 - Right to Vote]

Article VI.
Board of Directors

Section 1. Number and Qualification The affairs of the Association shall be governed by a Board of Directors composed of seven Members of the Association. The Board is responsible for discharging the functions of the Association as set forth in the Declaration, these By-Laws, and applicable law.

Section 2. Election and Term of Office Members shall elect Directors to serve two-year, staggered terms at the annual meeting specified in Article V, Section 2.

- (a) The Membership shall elect three Directors in odd-numbered years and four in even-numbered years, unless a vacancy must be filled as stated in Section 3 below.
- (b) Directors shall be elected by plurality of the votes cast in the election conducted for the annual meeting of the Members of the Association, whether by electronic ballot or at the meeting.
- (c) The term of office for newly elected Directors commences on January 1, and for outgoing Directors ends on December 31 of the second year.

Section 2.1. Term Limits Directors may serve for two consecutive terms, after which they are ineligible to be elected or appointed (*see*, Section 3, below) to the Board for two years after leaving office.

Section 2.2. Inspector of Elections: Administrator of Electronic Voting Facility Following the recording of these Amended Bylaws, the Appointed Receiver, Edward DeV. Bunn, Jr., shall act as the Inspector of Elections through such time as his appointment is terminated and the Receiverships in Cause Nos. 2024DCV4431 and 2025DCV0016, 41st Judicial District Court, El Paso County, Texas. Thereafter, the Board of Directors shall appoint an Inspector of Elections to oversee all elections of Board members and to validate any election, and possess and control the SnapBallot website, or such other electronic voting facility so chosen by the Board of Directors through due process and voting. The Inspector of Elections shall serve in accordance with the following requirements:

- (a) Qualifications. The Inspector of Elections shall be an independent person or entity who is not:
 - (1) A member of the Board of Directors;
 - (2) A candidate for election to the Board of Directors;
 - (3) Related to any candidate or current Board member by blood or marriage within the third degree of consanguinity or affinity; or
 - (4) An employee of the Association or its management company who reports directly to the Board.
- (b) Suitable Inspectors. Suitable Inspectors of Elections include, but are not limited to: a certified public accountant not employed by the Association, a property manager, a notary public, a licensed attorney, a neutral third-party election service, or a volunteer from a neighboring homeowners association who meets the independence requirements.

(c) Duties. The Inspector of Elections shall:

- (1) Maintain the electronic voting facility, initially the SnapBallot website account, and maintain custody of all electronic ballots;
- (2) Using the SnapBallot or other directed electronic service, verify voter eligibility by confirming each ballot is from a current Member entitled to vote under Article V, Section 8 of these Bylaws and Texas Property Code § 209.0059;
- (3) Review and confirm the electronic voting and counting of all ballots;
- (4) Rule on challenges to ballots or voter eligibility;
- (5) Certify the election results in writing; and
- (6) Retain all election materials for the period specified in Section 2.4.

(d) Compensation. The Inspector of Elections may be compensated for their services at a rate determined by the Board. Such compensation shall be a common expense of the Association.

(e) Legal Basis. This section is adopted to comply with election integrity best practices and is consistent with the ballot requirements of Texas Property Code Section 209.0058(c), which permits candidates to observe the counting process.

Section 2.3. Vote Counting Procedures All votes for the election of Board members shall be counted in accordance with the following procedures:

(a) No disclosure of vote tallies or ballots shall be made prior to the public release, which date shall be determined by the Board.

(b) Observer Rights. Given that all vote calculations shall occur electronically by the voting facility, each candidate for election to the Board, or their designated representative, shall be permitted to observe the disclosure of ballots and be permitted to inspect the records obtained by the Inspector of Elections. Observers may not handle ballots or interfere with the counting process but may note any objections for the record. [Tex. Prop. Code § 209.0058(c)(2)] Observers may be candidates but may not be related to a candidate within the third degree of consanguinity or affinity.

(c) Tallying and Announcement. The Inspector shall tally all votes and disclose the names of the winning candidates within twenty-four (24) hours after the close of the electronic voting period by posting the results on the Association website and by electronic notice to all Members. The candidates receiving the highest number of votes (plurality) for the number of positions to be filled shall be declared elected.

(d) Written Certification. Within five (5) days of the election, the Inspector of Elections shall provide written certification of the election results to the Board, which shall include the number of votes received by each candidate and the total number of valid ballots cast.

Section 2.4. Ballot Security and Chain of Custody The Association shall maintain the security and integrity of all election materials in accordance with the following procedures:

(a) Receipt and Storage. All electronic ballots received by the Association shall be:

- (1) Date and time stamped upon receipt;
- (2) Logged in a ballot receipt register maintained by the Inspector of Elections;

- (3) Stored electronically on secure drive or if printed, then locked in a secure location; and
- (4) Accessible only to the Inspector of Elections and one additional authorized person (two-person rule).

(b) No Early Opening. Under no circumstances shall the contents of any ballot be disclosed prior to the public announcement.

(c) Retention Period. All election materials, including electronic ballots, the ballot receipt register, and the Inspector's certification, shall be retained for a period of one (1) year following the election or until any challenge or dispute has been finally resolved, whichever is longer.

(d) Member Inspection. Upon written request submitted within thirty (30) days of the election, any Member may inspect the election materials, excluding individual ballots, in the presence of the Inspector of Elections or a Board member.

Section 2.5. Electronic Recount and Challenge Procedures The following procedures shall apply to recounts and challenges of electronic election results: These procedures are supplemental to, and do not replace or limit, the statutory recount rights of any Owner under Texas Property Code § 209.0057, as amended by S.B. 2629 (89th Leg., 2025). Any Owner may exercise the statutory recount right under § 209.0057 in addition to or in lieu of the procedures set forth in this Section.

(a) Automatic Verification (Recount). An automatic verification (recount) shall be conducted if the margin between any elected candidate and the next highest vote recipient is less than two percent (2%) of the total valid ballots cast or three (3) votes, whichever is greater.

(b) Requested Recount. Any Owner may request a verification recount by submitting a written request to the Inspector of Elections not later than the fifteenth (15th) day after the later of the date of the meeting at which the election was held or the date of the announcement of results, consistent with Texas Property Code § 209.0057. The Association shall estimate the costs for performance of the recount and send an invoice for the estimated costs to the requesting Owner not later than the twentieth (20th) day after receipt of the demand. The requesting Owner must pay the invoice in full within thirty (30) days after the date the invoice is sent. If the recount changes the outcome, the Association shall reimburse the requesting Owner for the cost of the recount. [Tex. Prop. Code § 209.0057]

(c) Recount Procedure. Recounts shall be conducted by the Inspector of Elections with candidate observers present. All electronic ballots are permitted to be inspected by the requestor's designated observer; provided, however, that no person who is a candidate for election or who is related to a candidate within the third degree of consanguinity or affinity shall tabulate or otherwise be given access to ballots cast in the election. [Tex. Prop. Code § 209.00594(a)]. The Inspector shall issue a revised certification if the results change.

(d) Challenge Procedure. Any Member may challenge the election results by filing a written challenge with the Board within ten (10) days of the certification of results. The challenge must specify the grounds for the challenge and any evidence supporting the claim. The Board shall consider the challenge at a noticed meeting and issue a written decision within thirty (30) days.

(e) Preservation of Rights. Nothing in this section shall be construed to limit any Owner's rights under Texas Property Code § 209.0057 to demand a statutory recount, or to seek judicial review of election procedures or results.

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 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.

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

Section 5. Emergency Action Taken without a Meeting The Directors may take emergency action in the absence of a meeting by obtaining a 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. An emergency is something that cannot wait for the Board to convene and is life-threatening or impacts the daily activities of the community.

Section 6. Organization Meeting After an election, the first meeting of the new Board of Directors shall be held no earlier than January 1 and no later than January 31, 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 7. Regular Board 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 posted on the Association website and given to each Director and the Membership, by mail, telephone, or electronic messaging at least ten (10) days prior to the time named for such meeting.

Section 8. 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.

Section 9. Waiver of Notice 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/her of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

Section 10. Powers and Duties The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws, directed to be exercised and done by the Members of the Association. These powers shall include, but not 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.

Section 11. 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 and the Common Areas.
- (b) Collection of assessments from the Owners, as provided in the Declaration.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project and the Common Areas.
- (d) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed.

Section 12. Committees The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees of Directors, each of which committee shall consist of two or more Directors, which committees, to the extent provided in such Resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation. The appointment of such committees and the delegation thereof of authority, however, shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law. Notwithstanding the foregoing, the Architectural Control Committee shall be governed by the Declaration (CC&Rs Part D) and shall be composed of at least three Members of the Association, excluding members of the Board of Directors or their immediate family, as required by the Declaration.

Section 13. Management Agent The Board of Directors shall employ for the Association, a Professional 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.

Section 14. Removal of Directors At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Members of the Association voting, whether by electronic ballot or at the meeting. Any vacancy created by such removal shall be filled in accordance with Section 3 of this Article. Any Director whose removal is proposed shall be given an opportunity to be heard at the meeting or to submit a written statement to be distributed to the Members prior to the vote.

Section 15. 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 attorney 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.

Article VII.
Officers

Section 1. Designation 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. Such other Officers and assistant officers and agents as may be deemed necessary, may be elected or appointed by the Board of Directors.

Section 2. Removal of Officers Any Officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby. Removal of an Officer shall be without prejudice to the contract rights, if any, of the Officer so removed. Election or appointment of an Officer or agent shall, not of itself, create contract rights.

Section 3. Resignation of Officers 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 times specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies 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.

Section 5. President 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.

Section 6. 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 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.

Section 7. Secretary The Secretary shall keep the Minutes of all meetings of the Board of Directors and the 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 Office of Secretary or as required by the Board of Directors.

Section 8. Treasurer The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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.

Article VIII.
Financial Matters

Section 1. Balanced Budget A balanced budget is essential for the financial health of the Association. The Association will endeavor to abide by a balanced budget each year. When the Association runs a deficit for more than three (3) consecutive months exceeding ten percent (10%) of its projected revenues, the Board of Directors shall convene a Special Members' meeting to restore the budget to balance. [Per Declaration, CC&Rs Part E-10(a)]

Section 2. Board Adherence to Approved Budget The Board may only spend money specifically allocated and approved by the Members at the Annual Members' Meeting on the line items identified in the budget. The Board shall not spend money on categories or in amounts not approved without the express consent of the Members, except as follows:

(a) Unforeseen Expenses. The annual budget shall include a Miscellaneous line item for unforeseen expenses not to exceed \$5,000 or two percent (2%) of the budget per year, whichever is greater. If additional funds are required, the Board must obtain Member approval at the next Annual Meeting or a Special Members' Meeting.

(b) Emergency Expenses. In an emergency that cannot wait, the President (or another Officer if the President is absent) may incur expenses to mitigate the situation. The nature of the expense, rationale, and decision-making process must be documented and sent to all Members within seventy-two (72) hours. [Per Declaration, CC&Rs Part E-10(c)]

Section 3. Capital Expenditures One-time or special-purpose capital expenditures of \$10,000 or more, or expenditures that affect the nature or character of the Association, shall require approval of sixty-seven percent (67%) of the Members voting at a special meeting. The Board shall present justification for such expenditures to the Owners at the special meeting. [Per Declaration, CC&Rs Part E-10(d)]

Article IX.
Amendment

Section 1. By-Laws These By-Laws may be amended by the Association in a duly constituted annual or special meeting for such purpose and no amendment shall take effect unless approved by Owners representing a majority of the total votes of the Members voting, whether by electronic ballot or at such membership meeting. No amendment shall conflict with any provision of the Declaration.

Article X.
Conflict

Section 1. Conflict In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

Notwithstanding the foregoing, to the extent that any provision of these By-Laws, the Declaration, or the Articles of Incorporation conflicts with the mandatory provisions of Texas Property Code Chapter 209, the Texas Property Code shall control. [Tex. Prop. Code § 209.00592(e)]

TEXAS PROPERTY CODE CITATIONS

- § 209.0056 - Notice of Election or Association Vote (Notice requirements)
- § 209.0057 - Recount of Votes (Recount procedures)
- § 209.0058 - Ballots (Written/signed ballots; electronic voting; secret ballot procedures; candidate observer rights)
- § 209.0059 - Right to Vote (Protection of voting rights; cannot disqualify owners from voting)
- § 209.00591 - Board Membership (Right to run for board positions)
- § 209.00592 and (a-1) - Voting; Quorum (Electronic ballots; mandatory disclosure language)
- § 209.00593 - Election of Board Members (Candidate solicitation requirements for associations with more than 100 lots)


Texas Property Code Chapter 209 (Texas Residential Property Owners Protection Act) sets mandatory requirements that supersede any conflicting provisions in an association’s dedicatory instruments, including bylaws. The amendments proposed herein are intended to bring these By-Laws into full compliance with Chapter 209 and to adopt election integrity best practices.

TEXAS STATUTORY CITATION

89th Leg., R.S., Ch. 79 (S.B. 2629)

CERTIFICATION OF AMENDMENTS

With the authority vested in Edward DeV. Bunn, Jr., by the Orders Appointing Receiver in Cause Nos. 2024DCV4431 and 2025DCV0016, styled *L. Frederick Francis v. Sierra Crest Homeowners Association, Inc.*, 41st Judicial District Court, El Paso County, Texas, appointing Edward DeV. Bunn, Jr., as Receiver over Sierra Crest Homeowners Association, Inc., I certify that the foregoing amendments are hereby being recorded and were adopted for and on behalf of the Members of the Sierra Crest Homeowners Association, Inc., by the 41st District Court in Cause Nos. 2024DCV4431 and 2025DCV0016.

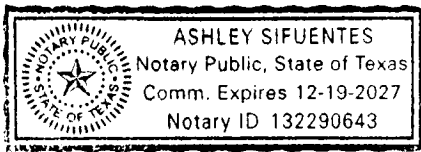


Sierra Crest Homeowners Association, Inc.
By: Edward DeV. Bunn, Jr., Appointed Receiver
41st District Court, El Paso County, Texas
Cause Nos. 2024DCV4431 and 2025DCV0016

3-19-26
Date

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Subscribed and sworn to before me on this the 19 day of March, 2026,
by Edward DeV. Bunn, Jr., Appointed Receiver, Cause Nos. 2024DCV4431 and 2025DCV0016,
styled *L. Frederick Francis v. Sierra Crest Homeowners Association, Inc.*, 41st Judicial District
Court, El Paso County, Texas, for and on behalf of the Sierra Crest Homeowners Association, Inc.



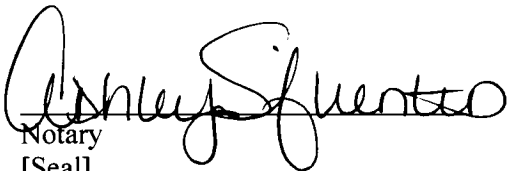
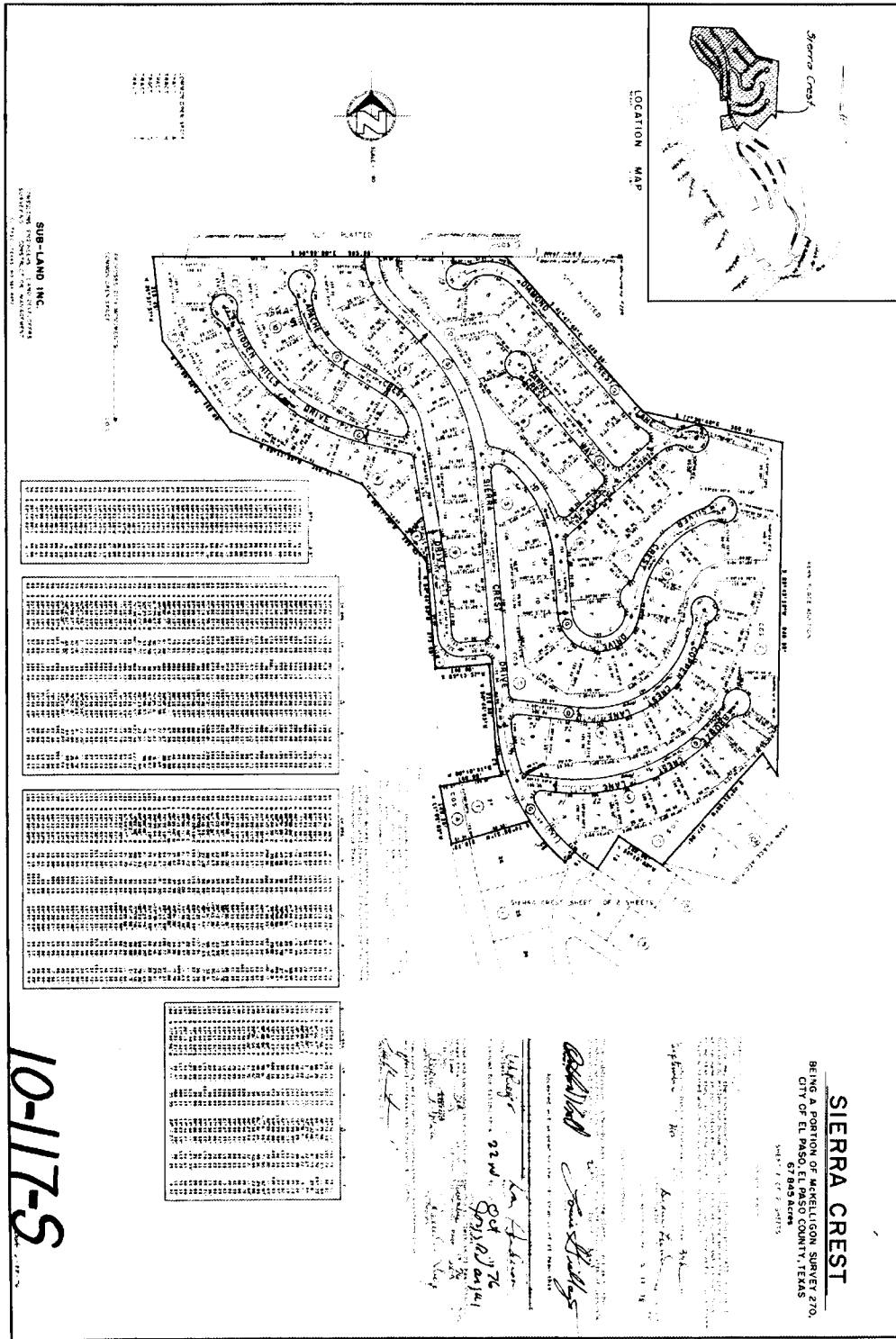
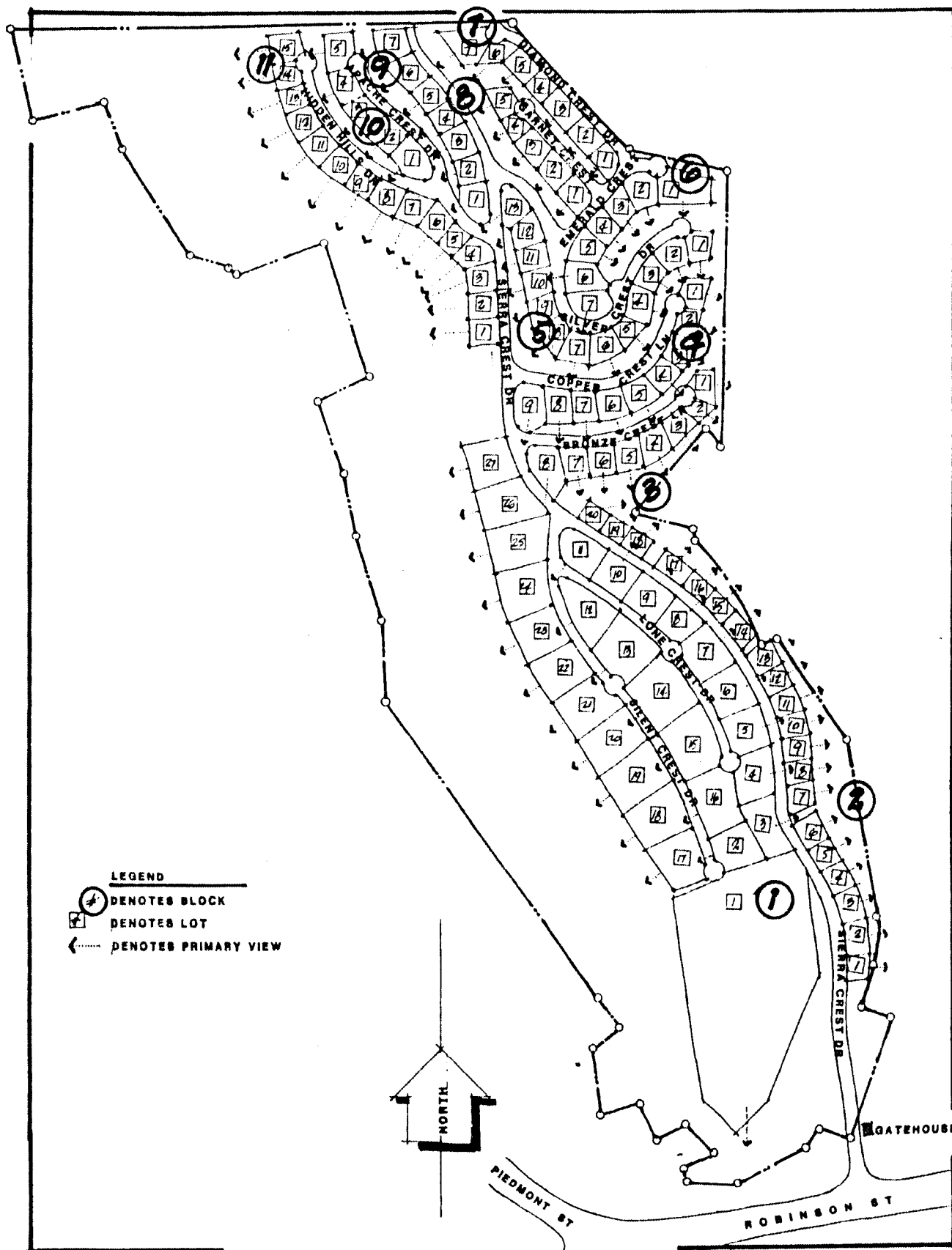
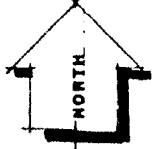

Notary
[Seal]

EXHIBIT A

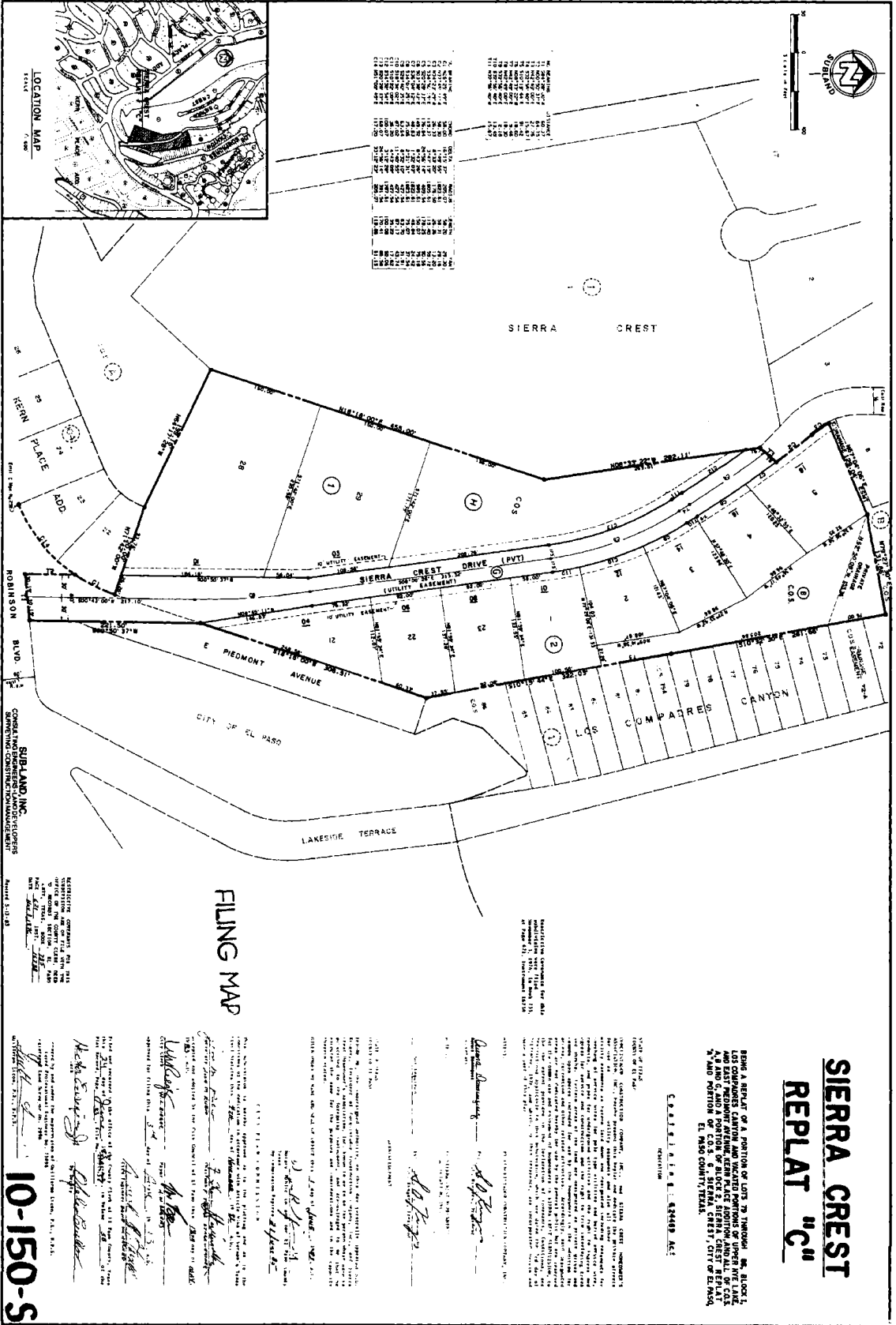




LEGEND
 ○/ DENOTES BLOCK
 □/ DENOTES LOT
 ←--- DENOTES PRIMARY VIEW



SIERRA CREST SUBDIVISION EL PASO
LOT PRIMARY VIEW INDICATOR PLAN
 SIERRA CREST HOME OWNERS ASSOCIATION



**SIERRA CREST
REPLAT "C"**

BEING A REPLAT OF A PORTION OF LOTS 20 THROUGH 28, BLOCK 1, LOS COMPAÑES CANTON AND VARIOUS PORTIONS OF UPPER HILL LANE AND EAST PIEDMONT AVENUE, BEING PLATS 10709 AND 10710 OF THE CITY OF EL PASO, COUNTY OF EL PASO, TEXAS, AND A PORTION OF C.O.S. 9, SIERRA CREST, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

EXAMINED AND APPROVED:

[Handwritten signatures and names]

FILING MAP

REGISTERING COMPANY FOR THE CITY OF EL PASO COUNTY, TEXAS
 10-150-S

SIERRA CREST REPLAT "D"

BEING A REPLAT OF ALL OF LOTS 2 THROUGH 16 AND 18 THROUGH 25, BLOCK 1, AND ALL OF LOTS 6 THROUGH 12 AND 14 THROUGH 19, BLOCK 2 AND A PORTION OF COMMON OPEN SPACES B AND C AND A PORTION OF COMMON AREA G, SIERRA CREST, CITY OF EL PASO, EL PASO COUNTY, TEXAS

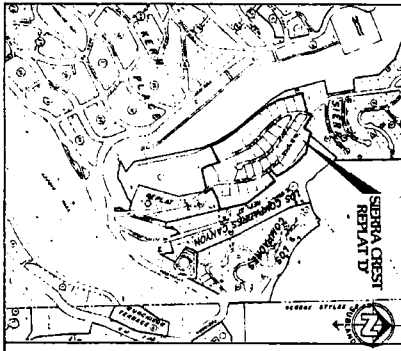
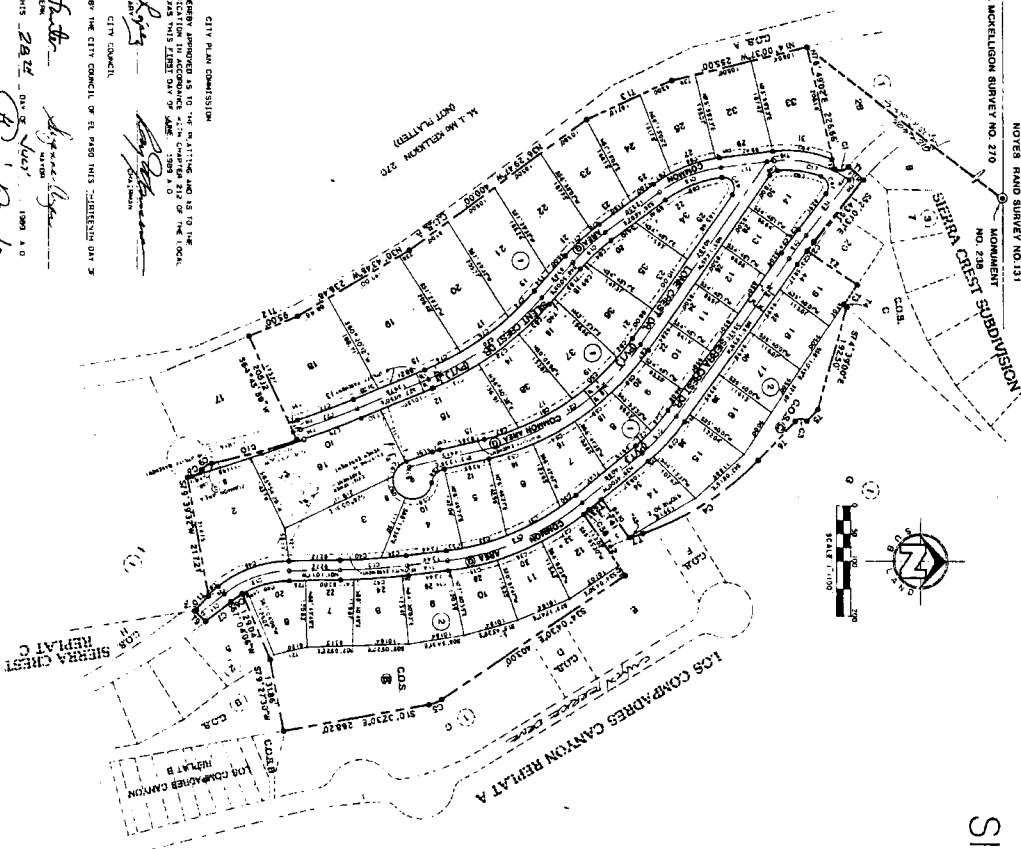
CONTAINING 19.388 ACRES

SIERRA CREST REPLAT "D" - LOT LIST

LOT NO.	ACRES	OWNER
1	0.12	SIERRA CREST
2	0.12	SIERRA CREST
3	0.12	SIERRA CREST
4	0.12	SIERRA CREST
5	0.12	SIERRA CREST
6	0.12	SIERRA CREST
7	0.12	SIERRA CREST
8	0.12	SIERRA CREST
9	0.12	SIERRA CREST
10	0.12	SIERRA CREST
11	0.12	SIERRA CREST
12	0.12	SIERRA CREST
13	0.12	SIERRA CREST
14	0.12	SIERRA CREST
15	0.12	SIERRA CREST
16	0.12	SIERRA CREST
17	0.12	SIERRA CREST
18	0.12	SIERRA CREST
19	0.12	SIERRA CREST
20	0.12	SIERRA CREST
21	0.12	SIERRA CREST
22	0.12	SIERRA CREST
23	0.12	SIERRA CREST
24	0.12	SIERRA CREST
25	0.12	SIERRA CREST

SIERRA CREST REPLAT "D" - LOT LIST (Continued)

LOT NO.	ACRES	OWNER
26	0.12	SIERRA CREST
27	0.12	SIERRA CREST
28	0.12	SIERRA CREST
29	0.12	SIERRA CREST
30	0.12	SIERRA CREST
31	0.12	SIERRA CREST
32	0.12	SIERRA CREST
33	0.12	SIERRA CREST
34	0.12	SIERRA CREST
35	0.12	SIERRA CREST
36	0.12	SIERRA CREST
37	0.12	SIERRA CREST
38	0.12	SIERRA CREST
39	0.12	SIERRA CREST
40	0.12	SIERRA CREST
41	0.12	SIERRA CREST
42	0.12	SIERRA CREST
43	0.12	SIERRA CREST
44	0.12	SIERRA CREST
45	0.12	SIERRA CREST
46	0.12	SIERRA CREST
47	0.12	SIERRA CREST
48	0.12	SIERRA CREST
49	0.12	SIERRA CREST
50	0.12	SIERRA CREST



LOCATION MAP SCALE 1"=800'

SIERRA CREST REPLAT "D"

APPROVED FOR FILING THIS 28th DAY OF MAY 1988 A.D.

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS THIS 28th DAY OF MAY 1988 A.D. IN BOOK 1088 PAGE 28

W. S. [Signature] COUNTY CLERK

APPROVED AND ORDERED BY THE CITY COUNCIL OF EL PASO THIS 28th DAY OF MAY 1988 A.D.

[Signatures] CITY COUNCIL

FILING MAP

178-S

SIERRA CREST REPLAT "D"

STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this 28th day of May, 1988, personally appeared [Signatures], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires [Date]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this 28th day of May, 1988, personally appeared [Signatures], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires [Date]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF EL PASO

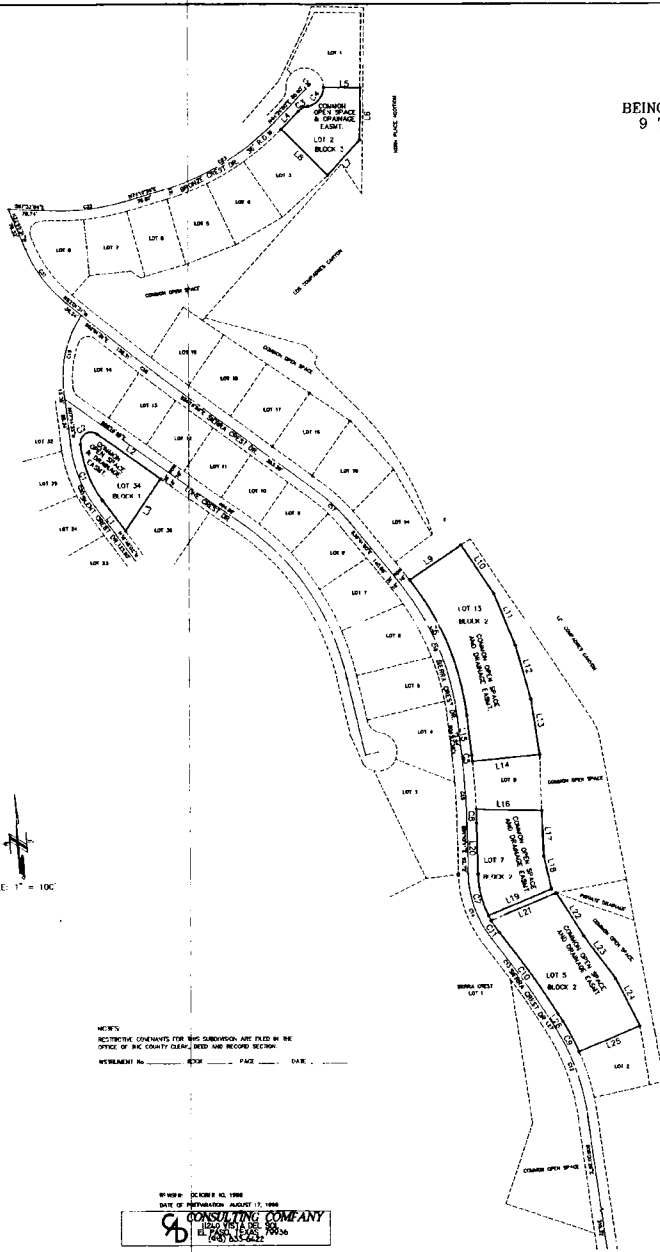
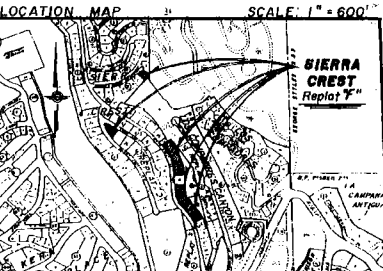
BEFORE ME, the undersigned authority, on this 28th day of May, 1988, personally appeared [Signatures], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires [Date]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CHUCK	RADIUS	LENGTH	START	CHORD	BEARING	AREA
C1	248.75	111.87	57.147	110.54	S270°17'	79,127.27
C2	31.00	48.00	34.432	35.71	S284°30'	10,947.17
C3	30.00	19.50	16.667	16.971	S82°30'0"	1,873.17
C4	30.00	43.20	36.643	36.251	N45°20'0"	6,107.17
C5	175.00	10.83	2.48	10.83	S82°19'0"	20,201.17
C6	48.18	208.17	138.14	206.76	N07°07'0"	20,000.17
C7	174.50	24.11	20.127	20.127	S14°00'0"	20,000.17
C8	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C9	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C10	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C11	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C12	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C13	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C14	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C19	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C30	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C36	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C41	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C43	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C44	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C45	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C48	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C49	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C50	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C51	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C52	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C53	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C54	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C55	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C56	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C57	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C58	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C59	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C60	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C61	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C62	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C78	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C79	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C80	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C81	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C82	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C83	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C84	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C85	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C87	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
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C89	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C90	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C91	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C92	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C93	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C94	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C95	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C96	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C97	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C98	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C99	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17
C100	174.50	208.17	138.14	206.76	N07°07'0"	20,000.17

LINE	DESCRIPTION	DISTANCE
1.0	SECTION 14E, T14N, R10E	112.47
1.1	SECTION 14E, T14N, R10E	112.47
1.2	SECTION 14E, T14N, R10E	112.47
1.3	SECTION 14E, T14N, R10E	112.47
1.4	SECTION 14E, T14N, R10E	112.47
1.5	SECTION 14E, T14N, R10E	112.47
1.6	SECTION 14E, T14N, R10E	112.47
1.7	SECTION 14E, T14N, R10E	112.47
1.8	SECTION 14E, T14N, R10E	112.47
1.9	SECTION 14E, T14N, R10E	112.47
1.10	SECTION 14E, T14N, R10E	112.47
1.11	SECTION 14E, T14N, R10E	112.47
1.12	SECTION 14E, T14N, R10E	112.47
1.13	SECTION 14E, T14N, R10E	112.47
1.14	SECTION 14E, T14N, R10E	112.47
1.15	SECTION 14E, T14N, R10E	112.47
1.16	SECTION 14E, T14N, R10E	112.47
1.17	SECTION 14E, T14N, R10E	112.47
1.18	SECTION 14E, T14N, R10E	112.47
1.19	SECTION 14E, T14N, R10E	112.47
1.20	SECTION 14E, T14N, R10E	112.47
1.21	SECTION 14E, T14N, R10E	112.47
1.22	SECTION 14E, T14N, R10E	112.47
1.23	SECTION 14E, T14N, R10E	112.47
1.24	SECTION 14E, T14N, R10E	112.47
1.25	SECTION 14E, T14N, R10E	112.47
1.26	SECTION 14E, T14N, R10E	112.47
1.27	SECTION 14E, T14N, R10E	112.47
1.28	SECTION 14E, T14N, R10E	112.47
1.29	SECTION 14E, T14N, R10E	112.47
1.30	SECTION 14E, T14N, R10E	112.47
1.31	SECTION 14E, T14N, R10E	112.47
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1.36	SECTION 14E, T14N, R10E	112.47
1.37	SECTION 14E, T14N, R10E	112.47
1.38	SECTION 14E, T14N, R10E	112.47
1.39	SECTION 14E, T14N, R10E	112.47
1.40	SECTION 14E, T14N, R10E	112.47
1.41	SECTION 14E, T14N, R10E	112.47
1.42	SECTION 14E, T14N, R10E	112.47
1.43	SECTION 14E, T14N, R10E	112.47
1.44	SECTION 14E, T14N, R10E	112.47
1.45	SECTION 14E, T14N, R10E	112.47
1.46	SECTION 14E, T14N, R10E	112.47
1.47	SECTION 14E, T14N, R10E	112.47
1.48	SECTION 14E, T14N, R10E	112.47
1.49	SECTION 14E, T14N, R10E	112.47
1.50	SECTION 14E, T14N, R10E	112.47



SIERRA CREST REPLAT "F"

BEING A REPLAT OF LOTS 34, BLOCK 1, LOTS 6 AND 7, AND
9 THRU 12, BLOCK 2, SIERRA CREST REPLAT "D", LOTS
3 THRU 5, BLOCK 2, SIERRA CREST REPLAT "C",
AND LOT 2, BLOCK 3, SIERRA CREST REPLAT "E",
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 2.945 ACRES

DEDICATION

SIERRA CREST HOME OWNERS ASSOCIATION, hereby present this map and covenants, if not previously dedicated, its respective portion of said property to the use of the public, and utility easements as herein laid out and designated, including easements for overhead of service wires, conduits and pipes for overhead and underground utilities, the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs.

Witness our signature this 8 day of Dec, 1998
Larry Price
Larry Price, President

ATTEST: NOT REQUIRED

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Larry Price, President of SIERRA CREST HOME OWNERS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this 8 day of Dec, 1998.
[Signature]
Notary Public in and for El Paso County, Texas
My Commission Expires

CITY PLAN COMMISSION

This subdivision is hereby approved as to the platting and as to the condition of the dedication in accordance with Chapter 212 of the Local Government Code of Texas this 14 day of July, 1998.
Patricia Andrews Secretary
Andrews Chairperson

Approved for filing by 19 day of January, 1999
[Signature]
Deputy Director For Engineering

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this 2nd day of November, 1998, A.D. in Volume 24 of the Plat Record, Page 64 File No. 9808109
Helen Ewing County Clerk
[Signature] By Deputy

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.

Carlos M. Ahrens, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 3550

SIERRA CREST REPLAT "F"

NOTE: METRIC CONVERSIONS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____ EXH. _____ PAGE _____ DATE _____

DECEMBER 10, 1998
DATE OF PREPARATION: AUGUST 17, 1998
CONSULTING COMPANY
EL PASO, TEXAS

CITY ENGINEER

</

Doc # 20260023374

#Pages 22 #NFPages 2

3/24/2026 10:21:32 AM

Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees 109.00

Recorded In Person

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 Recording Division of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS