



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

PARK WEST OFFICE CONDOMINIUM ASSOCIATION, INC.  
CHARTER NUMBER 01627221

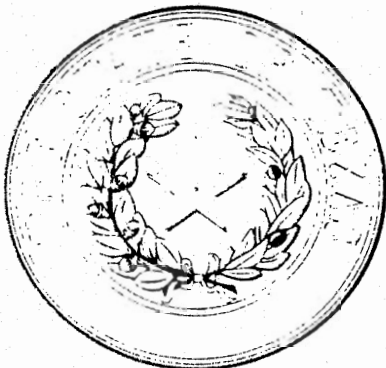
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

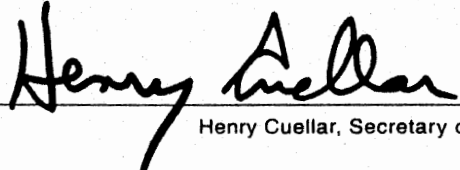
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 8, 2001

EFFECTIVE MAY 8, 2001



  
Henry Cuellar, Secretary of State

**ARTICLES OF INCORPORATION**

**OF**

**PARK WEST OFFICE CONDOMINIUM ASSOCIATION, INC.  
(A Texas Nonprofit Corporation)**

FILED  
Office of the  
State of Texas  
MAY 08 2001  
Section

I, the undersigned natural person over the age of eighteen years, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act (the "Act"), do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I  
CONDOMINIUM ASSOCIATION**

The corporation shall be, mean, and constitute the unit owners' association, organized pursuant to Section 82.101, Texas Uniform Condominium Act ("TUCA"), which is defined as the "**Association**" in the Declaration of Condominium Regime for the Park West Office Condominium, being recorded in the Official Records of Williamson County, Texas, and as amended from time to time (the "**Declaration**"), with respect to certain real property located in the City of Round Rock, Williamson County, Texas, locally known as the Park West Office Condominium, located at 595 Round Rock West Drive, Round Rock, Williamson County, Texas.

**ARTICLE II  
NAME**

The name of the Association is the Park West Office Condominium Association, Inc. As used below, the term "Association" shall mean the Park West Office Condominium Owners' Association, Inc.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit corporation, organized pursuant to the Act.

**ARTICLE IV  
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE V  
PURPOSES**

The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the Declaration, the Bylaws of the Association, the laws of the State of Texas, including the Act and

**COPY**

TUCA (now codified as Chapter 82 of the Texas Property Code), as each may be amended from time to time. By way of explanation, but not limitation, the Association's specific purposes may include:

- (1) fixing, levying, collecting, and enforcing payment of any charges or assessments as set forth in said Declaration; paying all expenses in connection therewith and all office, administration and other expenses incidental to the conduct of the business of the Association referred to in said Declaration, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (2) evicting any tenants of a member who violate the provisions of the Declaration or the Rules and Regulations of the Association promulgated by the Association's Board of Directors to implement the restrictions set forth in the Declaration, or who fail to timely pay for any damage they cause to the common elements of the Condominium created by the Declaration; and
- (3) collecting rent directly from a tenant of a member who is delinquent in whole or part in the payment of assessments or other sums owed to the Association.

By way of explanation and not limitation, the Association's duties include the record keeping requirements set forth in Section 82.114 of TUCA and the duty to record the management certificate specified in Section 82.116 of TUCA, as the same may be revised from time to time.

## **ARTICLE VI** **POWERS**

In furtherance of its purposes, the Association shall have the following powers which, unless otherwise restricted by these Articles, the Declaration, the Bylaws, or laws of the State of Texas, may be exercised by the board of directors:

1. All rights and powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time;
2. All rights and powers conferred upon condominium owners' associations by the laws of the State of Texas, including TUCA, and the right stated in Section 82.105 thereof to terminate certain contracts and leases made by the Association while controlled by the Declarant as provided therein, all as in effect from time to time; and
3. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these Articles, the Bylaws, the Declaration, or the laws of the State of Texas, including TUCA.
4. Notwithstanding the foregoing stated purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are otherwise permissible but which are not in furtherance of managing, maintaining and preserving the Condominium regime created by the Declaration.

5. Notwithstanding the foregoing stated purposes, the Association's power under Section 82.102 (a) (7) of TUCA, which provides for the power to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated action affects common elements or other units," shall be limited to implementing those rules and restrictions as are set forth in the Declaration or incorporated in the same by reference, as the same may be amended from time to time.

## **ARTICLE VII MEMBERSHIP**

The Association shall be a non-stock membership corporation. There shall be only one class of membership, which shall not be certificated. At all times during the existence of the condominium regime created by the Declaration, the membership of the Association shall consist exclusively of all of the owners of condominium units in the condominium regime. Following termination of the condominium regime, the membership of the Association shall consist of all of the former owners of condominium units in the condominium regime who are entitled to a liquidating distribution of proceeds or other property, and their heirs, successors and assigns. The Declaration and Bylaws shall otherwise determine the number and qualifications of members of the Association; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is prohibited.

## **ARTICLE VIII MANAGEMENT BY BOARD**

On the 120th day after conveyance of 75% of the condominium units created by the Declaration to persons or entities, other than the Declarant (as identified in the Declaration) or transferee of the Declarant's special rights of control, the management and affairs of the Association shall be vested in its board of directors, except for those matters expressly reserved to others in the Declaration and Bylaws. Notwithstanding such special rights of control of the Declarant, on the 120th day after conveyance of 50% of the condominium units created by the Declaration to persons or entities other than the Declarant, one-third of the members of the Board of Directors shall be elected by unit owners other than the Declarant. The management and affairs of the Association shall also be vested in the Association's board of directors, except for those matters expressly reserved to others in the Declaration and Bylaws, upon the expiration of the Declarant's "Control Period" as defined and set forth in Section 14 of the Basic Provision of the Declaration. The Bylaws shall determine the number (which pursuant to Art. 1396-2.15 of the Act shall never be less than 3) and qualification of directors, none whom need be members of the Association; the term of office of directors; the methods of electing, removing, and replacing directors; and the permitted methods of holding board meetings and obtaining consents.

**ARTICLE IX**  
**LIMITATIONS ON LIABILITY**

1. Except as provided in Paragraph b below, an officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in that person's capacity as an officer or director, except to the extent the person is found liable for:

- (a) a breach of the officer's or director's fiduciary duty or duty of loyalty to the Association or its members;
- (b) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association;
- (c) an act or omission that involves intentional misconduct or a knowing violation of the law;
- (d) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or
- (e) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute.

The liability of officers and directors of the Association shall be further limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. Any amendment, repeal or modification of the foregoing provision by the members of the Association shall not adversely affect any limitation on the liability or any director or officer of the Association existing at or prior to the time of such amendment, repeal or modification.

2. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of any member arising out of any contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements and not caused by such member or another person for whom such member is responsible, or for liabilities incurred by the Association, wherein the members expressly assume in writing personal liability, shall be limited to the same proportion in which such member is liable for common expenses as a member of the Association. Pursuant to Art. 1396-2.08E of the Act, members of the Association are not personally liable for the debts, liabilities or obligations of the Association.

**ARTICLE X**  
**INDEMNIFICATION**

Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Association shall indemnify an officer or director against reasonable expenses incurred by him in connection with a proceeding in which he is named a defendant or respondent because he is or was an officer or

director if he has been wholly successful on the merits or otherwise, in defense of the proceeding. Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Association, may advance or reimburse reasonable expenses to, a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Association or who is compelled to appear as a witness or otherwise participate in a proceeding in which he is not named as a defendant or respondent. Additionally, subject to the limitations of Article 1396-2.22A of the Act, the Association may indemnify, and may advance or reimburse reasonable expenses to, a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against such person and incurred by such person in such a capacity and arising out of such person's status.

## **ARTICLE XI** **AMENDMENT OF ARTICLES**

These Articles may be amended in accordance with the Act, subject to the following:

1. An amendment shall not conflict with the Declaration or TUCA.
2. An amendment shall not impair or dilute a right granted to the Declarant or other person by the Declaration, without Declarant's or that person's written consent as applicable.
3. Without member approval, the board of directors may adopt amendments permitted by Art. 1396-4.02A(4) of the Act.
4. The consent of member's lienholders shall not be required to amend these Articles.

## **ARTICLE XII** **AMENDMENT OF BYLAWS**

The Bylaws of the Association shall be amended or repealed according to the amendment provision of the Bylaws, which may reserve those powers to the members, exclusively.

## **ARTICLE XIII** **DISSOLUTION**

The Association may be dissolved only as provided in the Declaration, Bylaws, and by the laws of the State of Texas, including TUCA. On dissolution, the assets of the Association shall be distributed in accordance with the Declaration provision for distribution upon termination. If the Declaration has no such provision, then the assets of the Association shall be distributed in accordance with the termination provisions Section 1396-6.02.A(3) of the Act and to the extent not inconsistent therewith, the provisions of TUCA, including Section 82.068.

**ARTICLE XIV**  
**ACTION WITHOUT MEETING**

Pursuant to Article 1396-9.10.C and Article 1396-9.11 of the Act, any action required by the Act to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted and members and directors may participate and hold meetings by means of a conference telephone or similar communications equipment. [Act Section 1396-9.10.C. and 1396-9.11]. Section 82.108(b) of TUCA requires that meetings of the Association and its board of directors must be open to unit owners and therefore any action taken without a meeting shall be subject to such open meeting requirement until Section 82.108(b) of TUCA is revised to provide otherwise.

**ARTICLE XV**  
**INITIAL BOARD OF DIRECTORS**

The initial board shall consist of three directors who shall serve as directors until their successors shall have been elected and qualified, as provided in the Bylaws. The name and address of each initial director is as follows:

<u>Name</u>	<u>Address</u>
John J. Gavurnik	228 Bastian Lane Georgetown, Texas 78626
Carolyn Gavurnik	228 Bastian Lane Georgetown, Texas 78626
Glenn K. Weichert	1120 Capital of Texas Highway South Building III, Suite 200 Austin, Texas 78746

The initial directors shall convene an organizational meeting as contemplated by Art. 1396-3.05(A) of the Act following the issuance of the Association's Certificates of Incorporation.

**ARTICLE XVI**  
**INITIAL REGISTERED AGENT**

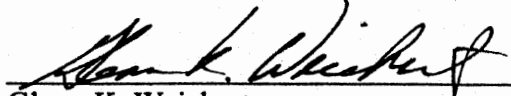
The name of the Association's initial registered agent is John J. Gavurnik. The street address of its initial registered office is 228 Bastian Lane, Georgetown, Texas 78626.

**ARTICLE XVII**  
**INCORPORATOR**

The name and address of the incorporator is as follows:

Glenn K. Weichert  
1120 Capital of Texas Highway South  
Building III, Suite 200  
Austin, Texas 78746

I execute these Articles of Incorporation on this 8<sup>th</sup> day of May, 2001.

  
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Glenn K. Weichert