

ARTICLES OF INCORPORATION

OF  
PARK AT BLACKHAWK AND LAKESIDE HOMEOWNERS  
ASSOCIATION, INC., A Texas Nonprofit Corporation

FILED  
In the Office of the  
Secretary of State of Texas  
JUN 20 2002  
Corporations Section

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

Name

The name of the corporation is: PARK AT BLACKHAWK AND LAKESIDE HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE TWO

Nonprofit Organization

The Association is a nonprofit corporation and shall have no capital stock.

ARTICLE THREE

Duration

The period of its duration is perpetual.

ARTICLE FOUR

Purposes and Powers

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain "Park at Blackhawk and Lakeside at Blackhawk Master Declaration of Covenants, Conditions and Restrictions" which is recorded as Document No. 2002010202 of the Real Property Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- a. To assure the upkeep, maintenance, improvement and administration of the common area and facilities of the Association, if any, and all lands, improvements, security devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the "Property" (as such term is defined in the Declaration).

- b. To assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration, as amended from time to time.
- c. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection with the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association and to make disbursements, expenditures and payments on behalf of the Association's members as required by the Declaration and the Bylaws of the Association; and to hold Association members' reserves, as agent for said members, for periodic repairs and capital improvements to be made as directed by the Association's Board of Directors.
- d. Acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations set forth in the Declaration.
- e. Borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Declaration.
- f. Dedicate, sell or transfer all or any part of the common properties owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.
- g. Contract with the City of Pflugerville, Travis County or other appropriate governmental authorities regarding the construction, maintenance, repair and replacement of landscape and irrigation improvements for any public right-of-way within or abutting the above-described subdivision.
- h. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common area as provided by the Bylaws and the Declaration.
- i. Annex additional real property as provided in the Declaration, as the same may be amended from time to time as therein provided.
- j. Contract with Declarant and other persons on such terms and provisions as the Board of the Association shall determine, to operate and maintain any Greenbelt or Amenity Area, or to provide any service or perform any function on behalf of Declarant or any Person, including, but not limited to, entering into a contract with Meadows of

Blackhawk Homeowners Association, Inc., a Texas nonprofit corporation, for access to and use of amenities and facilities owned and/or used by Meadows of Blackhawk Homeowners Association, Inc. to provide for access to and use of such amenities and facilities by members of the Association.

k. Conduct other activities not in contravention of the Texas Non-Profit Corporation Act.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers. The Association is a nonprofit corporation, without capital stock, organized solely for the purposes specified in this Article Four and in accordance with the Texas Non-Profit Corporation Act; and no part of its property, whether income or principal, shall ever inure to the benefit of any director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one or more of its stated purposes. The Association shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

#### ARTICLE FIVE Powers

Except as these Articles otherwise provide, the Association has all the powers provided in the Texas Non-Profit Corporation Act and the Declaration. Moreover, the Association has all implied powers necessary and proper to carry out its express powers.

#### ARTICLE SIX Membership

Every record owner, whether one or more persons or entities, of title to any developed or undeveloped lot or lots subject, by covenants of record, to assessment by the Association, including contract sellers, developers and builders, shall be a voting member of the Association. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void. Any mortgagee or lienholder who acquires title to any lot which is a part of the above-described property, to the extent that the lot or lots are subject to the provisions of the Declaration, through judicial or nonjudicial foreclosure, shall be a member of the Association.

ARTICLE SEVEN

Voting Rights

Voting rights of the members of the Association shall be determined as set forth in the Declaration, as amended from time to time. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership in the Property. The vote of each qualifying owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

ARTICLE EIGHT

Registered Agent

The street address of the initial registered office of the Association is 12355 Hymeadow, Bldg. 300, Austin, Travis County, Texas 78750 and the name of its initial registered agent at such address is Liddiard Management Company.

ARTICLE NINE

Dissolution

The Association may be dissolved with the written consent of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a public body, or conveyed to a nonprofit association with similar purposes, in accordance with the provisions of the Texas Non-Profit Corporation Act.

ARTICLE TEN

Board of Directors

The management of the Association is vested in its Board of Directors and such committees of the Board that the Board may, from time-to-time, establish. The Bylaws will provide the qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors. In electing directors, members may not cumulate their votes. The number of Directors may be increased or decreased by amending the Bylaws. The number of directors constituting the initial Board of Directors is three (3). The initial directors need not be members of the Association. The names and addresses of the persons who are to serve as the initial directors until selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
John Damrich	12357-I Riata Trace Parkway, Suite 300 Austin, Texas 78727
Marcus Moreno	12357-I Riata Trace Parkway, Suite 300 Austin, Texas 78727

John Tiemann

P.O. Box 1190  
Pflugerville, Texas 78691

ARTICLE ELEVEN

Incorporator

The name and street address of the incorporator is:

Name

Address

Veronica Rivera

811 Barton Springs Road, Suite 800  
Austin, Texas 78704

ARTICLE TWELVE

Amendment

Amendment of these Articles shall require the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of the Association, as determined under the Declaration.

ARTICLE THIRTEEN

FHA/VA Approval

So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA"), if FHA or VA approval is applicable: annexation of additional properties, mergers, consolidations, mortgaging or sale of substantially all of the common properties of the Association, dissolution and amendment of these Articles.

ARTICLE FOURTEEN

Limitation of Liability


The Association shall indemnify persons for whom indemnification is permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act to the fullest extent permissible under such Article, and may purchase such indemnification insurance as the Board of Directors from time to time shall determine. No director of the Association shall be personally liable to the Association or its members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (1) breach of a director's duty of loyalty to the Association (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (4) an act or omission for which the liability of a director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article with respect to any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment or repeal. If the

Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act as so amended from time to time.

ARTICLE FIFTEEN  
References

All references in these Articles to statutes, regulations or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 20<sup>th</sup> day of June, 2002.



\_\_\_\_\_  
Veronica Rivera, Incorporator