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MISCELLANEOUS

FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARK WEST AT CIRCLE C

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, PARK WEST DEVELOPMENT CORPORATION, a Texas corporation (“Declarant”) filed that certain “Supplemental Declaration of Covenants, Conditions and Restrictions for Park West at Circle C” which is filed of record in Volume 12735, Pages 979, et seq. Real Property Records of Travis County, Texas (the “Declaration”), and

WHEREAS, Declarant is the owner of all of the Property (as defined in the Declaration); and

WHEREAS, it is provided in Section 7.02 of the Declaration that the Declaration may be amended by the Declarant, action alone; and

WHEREAS, Declarant now desires to amend the Declaration, as set forth below, in order (i) to provide for the maintenance of the area within each Lot (as defined the Declaration) located between any home constructed on such Lot and the street or streets located adjacent to such Lot, which area will include the front and side yards of each home on a corner Lot, and will include the front yard of each home which is not located on a corner Lot (said area being referred to herein as the "Street Yard Area"): (ii) to provide for the maintenance of all landscaping, sidewalks, driveways and other improvements located within the Street Yard Area of each Lot (said landscaping, sidewalks, driveways and other improvements being referred to herein collectively as the "Street Yard Improvements"): (iii) to provide that no Owner shall have the right to alter or remove any of the Street Yard Improvements: (iv) to prohibit each Owner from installing any landscaping, fencing or other improvements in the Street Yard Area of such Owner's Lot: and (v) to reserve reciprocal driveway easements over and across the Lots:

NOW, THEREFORE, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed. Declarant hereby amends the Declaration as follows:

1. Street Yard Improvements.

(a) The Association shall, in addition to the duties specified in Section 4.04 of the Declaration, maintain the Street Yard Area in each Lot, and in connection therewith, the Association shall maintain the Street Yard improvements within or upon each Lot in good repair and condition. Expenses incurred in connection with such maintenance shall be included in the Assessments levied by the Association under the terms of the Declaration.

(b) No Owner shall damage, alter or remove any of the Street Yard Improvements located on such Owner's Lot or on any other Lot, without the prior written approval of the Board, acting on behalf of the Association.

(c) No Owner shall have the right to construct or install any landscaping, fencing or other improvements within any portion of the Street Yard Area located on such Owner's Lot or any other Lot, without the prior written approval of the Board, acting on behalf of the Association.

2. Common Driveways. It is contemplated that each of the following pairs of Lots in Park West at Circle C, Phase 1, a subdivision of record in Volume 97, Pages 122-124, Plat Records of Travis County, Texas, will share a common driveway: Lots 2 and 3 in Block A; Lots 4 and 5 in Block A; Lots 6 and 7 in Block A; Lots 8 and 9 in Block A; Lots 10 and 11 in Block A; Lots 12 and 13 in Block A; Lots 14 and 15 in Block A; Lots 16 and 17 in Block A; Lots 18 and 19 in Block A; Lots 20 and 21 in Block A; Lots 22 and 23 in Block A; Lots 24 and 25 in Block A; Lots 26 and 27 in Block A; Lots 28 and 29 in Block A; Lots 30 and 31 in Block A; Lots 32 and 33 in Block A; Lots 34 and 35 in Block A; Lots 37 and 38 in Block A; Lots 39 and 40 in Block A; Lots 41 and 42 in Block A; Lots 43 and 44 in Block A; Lots 45 and 46 in Block A; Lots 47 and 48 in Block A; Lots 49 and 50 in Block A; Lots 13 and 14 in Block C; Lots 15 and 16 in Block C; Lots 17 and 18 in Block C; Lots 19 and 20 in Block C; Lots 21 and 22 in Block C; and Lots 23 and 24 in Block C. Each of the foregoing described pairs of Lots is referred to herein as a "Lot Pair", and the common driveway constructed to serve each Lot Pair is referred to herein as the "Common Driveway". Each Owner of a Lot in a Lot Pair shall have and is hereby granted an access easement over and across the portion of the Common Driveway which is constructed on the other Lot in the Lot Pair. Each easement hereunder shall extend over and across the area covered by the Common Driveway, as actually constructed, and as the same may be repaired and/or replaced from time to time by the Association. The easements are for the benefit of each Owner and such Owner's family members, guests and invitees. The easements are for vehicular and pedestrian access purposes only, and not for parking. No Owner shall have the right to park any vehicle on any portion of the Common Driveway which is located on the other Lot in the Lot Pair. The easements hereunder are perpetual and non-exclusive. Owners shall not obstruct or interfere with the use of the Common Driveway by the Owner of the other Lot in the Lot Pair or such other Owner's family members, guests or invitees.

3. Defined Terms. All terms defined in the Declaration and delineated herein by initial capital letters shall

have the same meanings herein as are ascribed to such terms in the Declaration, except to the extent that the meaning of any such term is specially modified by the provisions hereof. In addition, other terms not defined in the Declaration but defined herein will, when delineated with initial capital letters, have the meanings ascribed thereto in this amendment. Terms and phrases which are not delineated by initial capital letters shall have the meanings commonly ascribed thereto.

4. Effect of Amendment. Except as specifically amended by the provisions hereof, all provisions and covenants of the Declaration, as amended hereby, shall remain in full force and effect. The terms and provisions of the Declaration, as amended by this instrument, are hereby ratified and confirmed, and this amendment and the Declaration shall be construed as one instrument. In the event of any inconsistency, the terms and provisions of this amendment shall control over and modify, the terms and provisions of the Declaration.

EXECUTED by the undersigned, effective as of 7/16, 1997.

PARK WEST DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 16th day of July, 1997, by Stan Miller, President of Park West Development Corporation, a Texas corporation, on behalf of said corporation.

(SEA) _____ Notary Public Signature

Return to:

Austin Title Company
3600 Bee Cave Road
Suite 100
Austin, Texas 78746-5382

BYLAWS

OF

PARK WEST HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is Park West Homeowners Association, hereinafter referred to as the

“Association”. The principal office of the Association shall be located at 1315 Neuces Street, Austin, Texas 78701 but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified.

Section 2.1. Articles. “Articles” shall mean the Articles of Incorporation of Park West Homeowners Association which will be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.2. Assessments. “Assessment” or “Assessments” shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.3. Association. “Association” shall mean and refer to Park West Homeowners Association.

Section 2.4. Association Property. “Association Property” shall mean all real or personal property now or hereafter owned by the Association, including without limitations, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.5. Association Restrictions. “Association Restrictions” shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect.

Section 2.6. Association Rules. “Association Rules” shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.7. Board. “Board” shall mean the Board of Directors of the Association.

Section 2.8. Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.9. Declarant. “Declarant” shall mean Park West Development Corporation, a Texas corporation, and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. “Declaration” shall mean the “Supplemental Declaration of Covenants, Conditions and Restrictions for Park West and Circle C: recorded in the Real Property Records of Travis County, Texas, at the same may be amended from time to time.

Section 2.11. Lot. “Lot” or “Lots” shall mean any parcel or parcels of land within the Property, together with all improvements located thereon.

Section 2.12. Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any lot, but shall not include the Mortgagee of a Mortgage.

Section 2.17. Property. “Property” shall mean and refer to the _____ or parcel of land located in Travis County, Texas which is more fully described in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different date is selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member’s address last appearing on the books of the Association or applied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 3.6. Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted upon by the Members, shall be calculated in accordance with Article II, Section 2 of the Declaration.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors until the first annual or subsequent meeting, at which time the number of members of the Board of Directors may be changed by resolution of Directors; provided, however, the minimum number of Directors shall be three (3).

Section 4.2. Term of Office. At the first annual meeting the Members shall elect one (1) Director for a term of

three (3) years, one (1) Director for a term of two (2) years, and one (1) Director for a term of one (1) year; and at each annual meeting thereafter the members shall elect each Director for a term of three (3) years.

Section 4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the members.

Section 4.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board and two members of the Association. The Nominating Committee shall be appointed by the Board prior to or during each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

Section 5.2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. Special Meetings. Special meetings of the Board _____ President of the Association, or by any two Directors, after not less than three (3) days _____ each Director.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction 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.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

Section 7.1. Powers. The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purpose of the Association as set forth in the Declaration.

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists.

(c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(e) employ such employees as they deem necessary, and to prescribe their duties.

(f) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(j) exercise such other and further powers as provided in the Declaration.

Section 7.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association and that our duties are properly performed.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a President and one or more Vice-Presidents, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold

office for one (1) year unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Officers. Any of the offices of the Association may be held by the same person except the offices of President and Secretary.

Section 8.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. Each Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

ARTICLE IX OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Associations, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate as the Board may designate from time to time and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs which are incurred in furtherance of the sole purpose of the Association as set forth in the Declaration and/or costs which are incurred in connection with the exercise of the powers incident to such purpose as set forth in the Declaration.

ARTICLE XII
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XIII
AMENDMENTS

Section 13.1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of all the Members of the Association provided that such amendment has been approved by Members of the Association entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association.

Section 13.2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 14.1. Definitions. In this Article IIV:

(a) "Indemnitee" means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (ii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) "Official Capacity" means (i) when used with respect to a director, the office of director of the Association, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or

investigation that could lead to such an action, suit or proceeding.

Section 14.2. Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14.1(a), if it is determined in accordance with Section 14.4 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnity's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (ii) in the first sentence of this Section 14.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

Section 14.3. Successful Defense. Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2 the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 14.4. Determinations. Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding, (ii) if such a quorum cannot be obtained, then by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefore and such committee cannot be established, by a majority vote of all the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 14.5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the

Association of (i) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIV and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIV, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 14.6. Employee Benefit Plans. For purposes of this Article XIV, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on; or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

Section 14.7. Other Indemnification and Insurance. The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

Section 14.8. _____ Any and _____ of or advance of expenses in an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 14.9. Construction. The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification _____ are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 14.10. Continue Offer, Reliance, etc. The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association.

Section 14.11. Effect of Amendment. No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, _____ and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Park West Homeowners Association have hereunto set our hands this 16th day of July, 1997.

Krange Polan, Director

Stan Miller, Director

Deborah K. Goodell, Director

PARK WEST HOMEOWNERS ASSOCIATION

CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING

The undersigned, being all of the present Directors of Park West Homeowners Association, A Texas nonprofit corporation (the "Association"), do hereby individually and collectively consent in writing, in accordance with Article 9.10A of the Texas Nonprofit Corporation Act, to take the following action, transact the following business, and adopt the following resolutions:

1. DIRECTORS

RESOLVED, that the undersigned, being all of the directors of the Corporation, as named in its Articles of Incorporation filed with the Secretary of State of the State of Texas on _____, 1997, do hereby accept appointment to such office and do hereby agree to serve as directors of the Corporation until the first annual meeting of the shareholders and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation retirement, disqualification or remove) from office.

2. BYLAWS

RESOLVED, that the form of bylaws submitted to the undersigned directors with this Consent be, and the same hereby is, in all respects, approved and adopted as the Bylaws of the Corporation, and the Secretary of the Corporation is instructed to insert the original thereof in the minute book of the Corporation.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Corporation for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

NAME

OFFICE

Stan Miller

President

Krange Polan

Vice President, Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Corporation be established and maintained at 1315 Nueces Street, Austin, Texas 78701 and that Stan Miller is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Corporation be and he hereby is authorized and directed to procure all necessary books and records of the Corporation.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the Treasurer of the Corporation or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the corporation and to reimburse any person who may have any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any corporate document.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 16th day of July, 1997.

Krange Polan, Director

Stan Miller, Director

Deborah K. Goodell, Director

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Header Error

/common/hoawfl1a.asp, line 13

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