

**ARTICLES OF INCORPORATION
OF
DRY CREEK WEST OWNERS
ASSOCIATION, INC.
(A Texas Non-Profit Corporation)**

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act") do hereby adopt the following Articles of Incorporation for such Corporation

**ARTICLE I
NAME**

The name of the Corporation is DRY CREEK WEST OWNERS ASSOCIATION, INC

**ARTICLE II
NON-PROFIT CORPORATION**

The Corporation is a non-profit corporation

**ARTICLE III
DURATION**

The period of the duration of the Corporation is perpetual

**ARTICLE IV
PURPOSES AND POWERS**

1 The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation and maintenance of a Condominium Project, as provided in the Condominium Declaration of DRY CREEK WEST CONDOMINIUMS (hereinafter referred to as the "Declaration"), located in Travis County, Texas

2 The general purpose and powers are

(a) To promote the common good, health, safety and general welfare of the residents within the Property,

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, and recorded or to be recorded in the Public Records of Real Property in the office of the County Clerk of Travis County Texas the Declaration being incorporated herein by reference for all purposes,

(c) To enforce applicable provisions of the Declaration By-Laws any rules and regulations of the Corporation and any other instrument for the management and control of the Property,

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to contract for and pay all expenses in connection with the maintenance gardening, utilities, materials, supplies and services relating to the Common Elements (as defined in the Declaration) and

facilities, to employ personnel reasonably necessary for administration and control of the Common Elements including lawyers and accountants where appropriate, and to pay all office and other expenses incident to the conduct of the business of the Corporation including licenses, taxes and special assessments which are or would become a lien on any portion of the Property

(e) To have and to exercise any and all powers, rights and privileges including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise,

(f) To acquire (by purchase, grant or otherwise), annex and merge, own, hold improve build upon operate, maintain, convey sell lease transfer dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation,

(g) To borrow money mortgage pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations, and

(h) To act in the capacity of principal agent joint venturer, partner or otherwise

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause but shall be broadly construed as independent purposes and powers Notwithstanding any of the above statements of purposes and powers, the Corporation shall not except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation

**ARTICLE V
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Corporation is 1613 Loop 360 South Austin, Texas 78746, and the name of its initial registered agent at such address is Doyle Wilson

**ARTICLE VI
INITIAL BOARD OF DIRECTORS**

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons are

<u>NAME</u>	<u>ADDRESS</u>
Doyle Wilson	1613 Loop 360 South Austin Texas 78746
F L McNamara, Jr	1613 Loop 360 South Austin, Texas 78746
Adon Sitrø	1613 Loop 360 South Austin Texas 78746

At the first annual meeting of the Members of the Corporation the number of Directors may be increased to five (5)

**ARTICLE VII
INCORPORATORS**

The name and street address of each incorporator is

<u>NAME</u>	<u>ADDRESS</u>
Dovle Wilson	1613 Loop 360 South Austin, Texas 78746
F L McNamara, Jr	1613 Loop 360 South Austin, Texas 78746
Adon Sitra	1613 Loop 360 South Austin, Texas 78746

**ARTICLE VIII
MEMBERSHIP**

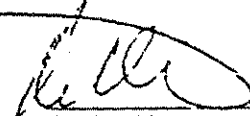
The authorized number of and qualifications for Membership in the Corporation along with the appurtenant voting rights and other privileges due Unit Owners in the Condominium Project shall be as set out in the Declaration. Every person or entity who is a Record Owner of a fee or undivided fee interest in any Unit which is subject to the Declaration, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold 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 Unit which is subject to assessment by the Corporation.

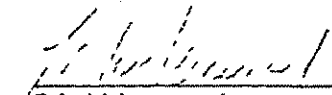
**ARTICLE IX
DISSOLUTION**

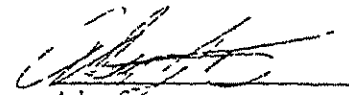
The Corporation may be dissolved in accordance with the limitations set out in the Declaration. The Corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the Corporation whether voluntarily or involuntarily the Directors shall dispose of the Property and assets of the Corporation in such manner as they, in the exercise of their discretion (as set out in the Declaration),

deem appropriate, provided however that such disposition shall be exclusively in the furtherance of the object and purpose for which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

IN WITNESS WHEREOF we have hereunto set our hands this 31st day of July 1981 A D


Dovle Wilson

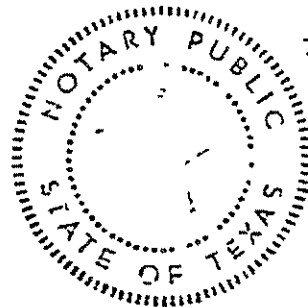

F L McNamara Jr

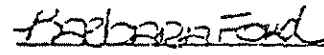

Adon Sitra

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 31st day of July 1981 A D personally appeared before me Dovle Wilson, F L McNamara, Jr, and Adon Sitra, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.




Notary Public in and for
Travis County, Texas

My Commission expires

BARBARA FORD
NOTARY PUBLIC FOR STATE OF TEXAS
MY COMMISSION EXPIRES FEB. 10, 1985

DRY CREEK WEST CONDOMINIUMS

RULES AND REGULATIONS

(Revised 03/28/02)

The Rules and Regulations of Dry Creek West Condominiums are for the purpose of ensuring the quality of the aesthetic and social environment for the enjoyment of all residents. Such rules are also intended to protect and enhance property values for the benefit of each owner. All owners, tenants, and guests at Dry Creek West are subject to the Rules and Regulations.

Rules and Regulations may be amended in the future by the Officers of the Dry Creek West Homeowners' Association whenever it is deemed necessary or desirable.

I. General Provisions:

FIRE SAFETY The City of Austin monitors for code violations regarding grills on decks. You may be fined \$500.00 for violating this law. For the safety of all residents, do not place or use a grill on the deck. As cooler weather and winter season is here, please use extreme caution starting fires and burning wood in the fireplaces. The owner of a unit is responsible for cleaning the flues. An important issue regarding fireplaces is the storage of wood. Please do not store large amounts of wood on your decks or anywhere that allows wood-to-wood contact.

- A. No owner, resident, or lessee shall install or alter existing wiring for electrical installation or any other purpose, nor shall any television or radio antennae, satellite dish, machines, electrical apparatus or appliances (other than ordinary household appliances), or heating and/or air conditioning units be installed on the exterior of the building or in such a manner that they protrude through the walls or roof of any building or are otherwise visible from the ground, except as may be expressly authorized, in writing, by the Board of Directors. Installation of cable TV and telephone are exempt.
- B. No exterior alterations to a building may be made without prior written consent of the Board of Directors. This includes, but is not limited to, stairs, steps, and/or storm windows.
- C. All window coverings must be made to show white or off-white from the exterior, with the exception of shutters, mini-blinds and woven wood shades. (Colored or patterned sheets, towels, blankets, foil, quilts, etc. are prohibited.)
- D. All forms of "For Sale", "For Lease", or "For Rent" signs are prohibited from common areas and/or display inside the units in such a manner to be visible from the outside.
- E. Patios and/or entry ways must be kept tidy and not used for storage of boxes, cleaning utensils, boards, bricks, cans, buckets, jars, unused household furniture, appliances, boats, motorcycles, automotive supplies, pieces of pipe, spare parts, paint, motor oil, gasoline, and other items of a similar nature.

- F No more than four (4) individuals may occupy a two (2) bedroom unit, no more than two (2) individuals may occupy a one (1) bedroom unit on a permanent basis For purposes of this "paragraph occupancy" shall be defined as any occupancy in excess of thirty (30) days, not separated by intervals of at least six (6) months
- G Boats, campers, trucks, trailers, and other recreational vehicles may not be parked or stored in parking spaces or parking areas (This does not include pickups and vans used by their owners for every day transportation) Inoperable vehicles including, but not limited to, vehicles with flat tires may not be left in any space and shall be towed at the owner's expense Spaces marked "Reserved" are for owners/occupants, spaces marked "Visitor" are for guests
- H Broken windows, screens, light globes, etc must be replaced immediately

SPEED LIMITS A speed limit has been set and three (3) signs posted on the property For the safety of all residents and pets, please observe the posted 5 M P H speed limit whenever driving on the property Please advise all visitors and service personnel of the speed limit

PARKING Each unit has one reserved parking space, which is coded by letters assigned to the unit All unmarked spaces are for visitors or second vehicles

II. Pool and Hot Tub Areas:

- A No glass containers are allowed within the fenced areas surrounding the pool
- B Posted hours for the pool are 6 00 a m to midnight
- C Children under the age of 10 must be accompanied at all times, by an adult
- D Residents and guests are responsible for the clean up of all items they bring into the pool area
- E Any parties of greater than 10 people using the pool area must have approval of one of the members of the Board of Directors

III. Pets:

- A No animals other than usual household pets may be kept
- B Two small pets per unit is the maximum allowed (This does not include pets kept permanently in a cage or tank)
- C Pet owners must keep their animals on a leash when outside their units, and must immediately clean up their pets feces
- D Pet owners are completely liable for any damage done by their pets

E Animals objectionable to other residents must be permanently removed from the complex at the direction of the Board of Directors "Objectionable", defined for the purposes of this document, includes, but is not limited to howling, barking, growling, etc

F No animals are allowed in the pool area

Any violations to the above Rules and Regulations should be reported to **Alliance Association Management at 328-6100** Residents and/or guests found to be in violation of the Rules and Regulations shall be notified in writing and given a reasonable time period in which to comply. When violations are not corrected within the prescribed time period, action may be taken by the Board and/or its management agent to correct the violation, and a service fee and/or fine may be levied. Such fees and fines shall be determined by the Board based on the seriousness of the violation and the cost of correction. Collection of service fees and/or fines shall be subject to the same enforcement action for collections of homeowner fees