

FILED  
In the Office of the  
Secretary of State of Texas

MAY 24 1984

Clerk F  
Corporations Section

ARTICLES OF INCORPORATION

OF

TREEMONT HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons, each being 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 under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is: Treemont Homeowners Association, Inc., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is to be perpetual.

ARTICLE IV

(1) The specific and primary purpose for which the Corporation is organized is to administer the common affairs of all of the owners of the "Property" as that term is defined in the Declaration of Covenants, Conditions and Restrictions for Treemont Residential Area (the "Restrictive Covenants") of record in the Real Property Records of Travis County, Texas, on the 24th day of May, 1984.

(2) The general purposes for which the Corporation is organized are:

(a) to assure the upkeep, maintenance, improvement and administration of the local common area and the recreation and open space as such are defined in the Declaration of Covenants;

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may be acquired by or placed under the control of the Association in the future.

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the By-Laws of the Association (the "By-Laws") and the Restrictive Covenants;

(d) to promote the health, safety and welfare of the members of the Association;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Restrictive Covenants, as amended from time to time;

(f) to enforce applicable provisions of the Restrictive Covenants, the By-Laws, any rules and regulations of the Corporation, and any other instrument for the management and control of the Property including, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges of assessments imposed pursuant to the terms of the Restrictive Covenants;

(ii) to contract for and to pay all expenses incurred in connection with maintenance, gardening, utilities, materials, supplies and services relating to the common areas;

(iii) to employ personnel reasonably necessary for administration and control of the common areas, including accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Corporation, including all insurance expenses, licenses, taxes and special assessments which are or

would become a lien on Association Property;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act including, without limitation, the power:

(i) to bring additional areas into the jurisdiction of the Association and to add to the common areas and the Property;

(ii) 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;

(iii) to borrow money, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Restrictive Covenants; and

(iv) to act in the capacity of principal, agent, joint venturer, partner or otherwise.

(h) To perform any and all acts and deeds authorized or permitted by 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; provided, however, that notwithstanding any provision herein to the contrary, the Corporation shall not engage in

any substantial activities or exercise any significant powers which are not in furtherance of the specific and primary purposes of the Corporation. The Corporation is organized in accordance with and shall operate for non-profit purposes pursuant to the Texas Non-Profit Corporation Act and no pecuniary gain or profit to its members is contemplated hereby.

#### ARTICLE V

The street address of the initial registered office of the Corporation is 400 Westwood, Austin, Texas 78746, and the name of its initial registered agent at such address is George S. Nalle, III.

#### ARTICLE VI

Membership in the Association shall be dependent upon ownership of a qualifying property interest in the Property, as set forth in the Restrictive Covenants. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to and shall run with the property interest. 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.

ARTICLE VII

Voting rights of the members of the Association shall be determined as set forth in the Restrictive Covenants. No Owner, other than the Declarant under the Restrictive Covenants, shall be entitled to vote at any meeting of the Corporation until such owner has presented to the Corporation evidence of ownership of a qualifying property interest in the community. The vote of each owner may be cast by such Owner or by proxy given to such Owner's duly authorized representative.

ARTICLE VIII

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
George S. Nalle, III	400 Westwood Terrace Austin, Texas 78746
Randell W. Livingston, Jr.	1500 Texas Commerce Bank Building Austin, Texas 78767
William M. Knolle	1500 Texas Commerce Bank Building Austin, Texas 78767

ARTICLE IX

The affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) individuals, which Board shall fulfill all of the functions of and possess all powers granted to the Board of Directors of non-profit corporations pursuant to the Texas Non-Profit Corporation Act. The number of Directors of the Corporation may be changed only by amendment of these Articles of Incorporation Act. The number of Directors of the Corporation may be changed only by amendment of these Articles of Incorporation, and may not be changed by amendment of the By-Laws of the Association. The names and addresses of

the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
George S. Nalle, III	400 Westwood Austin, Texas 78746
Carole G. Nalle	400 Westwood Austin, Texas 78746
Randell W. Livingston, Jr.	1500 Texas Commerce Bank Building Austin, Texas 78767

All of the powers and prerogatives of the Corporation shall be exercised by the initial Board of Directors above named until the first annual meeting of the Association. At the first annual meeting of the Association there shall be elected two (2) Directors, each of whom shall serve for a term of two (2) years and one (1) Director who shall serve for a term of one (1) year. At each annual meeting thereafter, the Association shall elect members of the Board of Director for two (2) year terms, as vacancies occur by expiration of any Director's term of office.

#### ARTICLE X

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of seventy-five percent (75%) of the total eligible number of votes of the Association as determined under the Restrictive Covenants.

IN WITNESS WHEREOF, we have hereunto set our hands, this 24th day of May, 1984.

BOARD OF DIRECTORS:

By: George S. Nalle, III  
George S. Nalle, III

By: Randell W. Livingston, Jr.  
Randell W. Livingston, Jr.

By: William M. Knolle  
William M. Knolle

THE STATE OF TEXAS           §  
  §    SS  
COUNTY OF TRAVIS           §

Before me, the undersigned authority, on this day personally appeared George S. Nalle, III, Randell W. Livingston, Jr. and William M. Knolle, known to me to be the persons whose names are subscribed to the foregoing instrument, and being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office, this 24th day of May, 1984.



**SPRING KINSER**  
Notary Public, State of Texas  
My Commission Expires June 10, 1984

Spring Kinser  
Notary Public, Travis County, Texas

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(Name - Typed or Printed)

08/30/83