

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDED AND RESTATED BYLAWS OF
PARK RIDGE OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to those certain Bylaws of Park Ridge Owners Association, Inc., filed as Exhibit “B” to that certain Notice of Dedicatory Instruments for Park Ridge Owners Association, Inc., filed as Document No. 2012055018 in the Official Public Records of Travis County, Texas (together with any amendments, the “**Bylaws**”). This filing REPLACES AND SUPERSEDES the previous Bylaw filing and any prior amendments.

Reference is further made to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Park Ridge, filed at Volume 12551, Page 0718 in the Real Property Records of Travis County, Texas (together with any amendments, the “**Declaration**”).

WHEREAS the owners of lots subject to the Declaration are automatically made members of Park Ridge Owners Association, Inc. (the “**Association**”);

WHEREAS the Association is a Texas non-profit corporation and is governed in accordance with the Bylaws;

WHEREAS the board of directors (the “**Board**”) of the Association is authorized to amend the Bylaws pursuant to Section 22.102(c) of the Texas Business Organizations Code; and

WHEREAS the Board voted at a duly noticed meeting held February 23, 2016 to adopt the Bylaws amendments set forth herein;

THEREFORE the Bylaws have been, and by these presents are, AMENDED AND RESTATED as provided herein.

AMENDED AND RESTATED BYLAWS
OF
PARK RIDGE
OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Park Ridge Owners Association, Inc., hereinafter referred to as the “**Association**”.

ARTICLE II
DEFINITIONS

Section 2.1 Unless the context otherwise specifies or requires, the following words and phrases when used in these Amended Bylaws shall have the meanings hereinafter specified:

“**Articles**” shall mean the Articles of Incorporation of Park Ridge Owners Association, Inc., on file in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

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

“**Association**” shall mean and refer to Park Ridge Owners Association, Inc.

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

“**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, as may be amended, from time to time in effect.

“**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.

“**Board**” shall mean the Board of Directors of the Association.

“**Bylaws**” shall mean these Amended and Restated Bylaws of the Association, which have been adopted by the Board and as from time to time amended.

“**Day-to-Day Business of the Association**” shall have mean any business of the Association that may be transacted without the necessity of owner notice pursuant to Texas Property Code 209.0051€ and as set forth in Section 9.3

“Declaration,” “Declarations,” “DCCR” or “DCCRs” shall mean and include the “Amendment of Rules and Regulations of Park Ridge Owners Association, Inc.” recorded at Document 2012082083 of the Real Property Records of Travis County, Texas, the “Amended and Restated Declaration of Covenants, Conditions and Restrictions of Park Ridge,” recorded in Volume 12551, Page 0718 of the Real Property Records of Travis County, Texas, together with the Articles, Bylaws, Amended Bylaws, Committee Rules, and Association Rules, as may be amended, from time to time and then in effect, shall constitute the entirety of the “Declarations.”

“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 (iii) 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.

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

“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.

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

“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.

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

“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.

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

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative 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.

“**Property**” shall mean and refer to that tract or parcel of land situated in Travis County, Texas which is more fully described in the Declaration.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

Section 3.1 The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code Chapter 22, 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 the Association Restrictions, as the same may be amended from time to time. 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 Declarations);

(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) 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 Property in accordance with the Association Restrictions, as amended from time to time;

(d) to promote the health, safety and welfare of the residents of the Property in accordance with the Declaration, as amended from time to time;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration, as amended from time to time;

(f) to enforce applicable provisions of the Association Restrictions, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declaration, as amended from time to time;

(ii) to contract for and to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property;

(iii) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Association Restrictions, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercises control;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Business Organizations Code Chapter 22 including, without limitation, the power;

(i) to acquire additional real or personal property and to add to the Property pursuant to the Association Restrictions, as amended from time to time;

(ii) to acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate of public use or otherwise dispose of real or personal property in connection with the affairs of the Association, with the assent of two-thirds (2/3) of each class of Members present at a meeting duly called for such purpose. Any acquired real property shall be added to the Property as defined in the Declarations;

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the Bylaws;

(iv) to borrow money, and, with the assent of two-thirds (2/3) of Members casting votes at a meeting duly called for such purpose, mortgage pledge, or assign any or all of its real or personal property as security for money borrower or debts incurred in accordance with the terms and conditions of the Association Restrictions, as amended from time to time; and

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

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 organized in accordance with and shall operate for nonprofit purposes pursuant to the Texas Business Organizations Code Chapter 22 and no pecuniary gain or profit to its members is contemplated hereby.

ARTICLE IV
MEMBERSHIP

There shall be one class of membership for purposes of voting on any Association matter. The Members shall include each owner of a lot within the Property and each such owner shall have one (1) vote for each lot owned. 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 V
MEETING OF MEMBERS

Section 5.1 Annual Meetings. The annual meeting of the Members shall be held at such date, time and place as the Board may determine.

Section 5.2 Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or the Board shall call a special meeting upon written request of the Members who are entitled to vote twenty-five percent (25%) or more of the votes.

Section 5.3 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 supplied 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. Notwithstanding, notice may be given in any alternate manner allowed by law.

Section 5.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Association Restrictions, 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, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 5.5 Proxies; Voting Methods. At all meetings of Members, each Member may vote:

- (a) in person; or
- (b) by proxy. Any proxies shall be in writing and filed with the Secretary or such other authorized person designated by the Board. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

The Board may in its discretion authorize any other voting means allowed by law. If a vote is held without a meeting, votes may be cast by absentee ballot and, in the board's discretion, by any other method of voting allowed by law.

Section 5.6 Voting Rights; Forms. 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 in accordance with Article VI, Section 6.03 of the Association Restrictions. The Board shall promulgate all voting forms and such forms shall be the only accepted form(s) for voting, including proxy, absentee ballot, or other voting forms.

Section 5.7 Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of a statute of the State of Texas, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members leaving less than a quorum.

ARTICLE VI ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of Members of the Association having the total number of votes necessary to enact the action taken, as determined under the Association Restrictions or these Bylaws.

ARTICLE VII BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 7.1 Number. The affairs of the Association shall be managed by a Board of five (5) Directors. The number of Directors may be changed by amendment of these Bylaws, but may not be less than three (3).

Section 7.2 Term of Office. Each Director is to serve for a three (3) year term.

Section 7.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to cast votes pursuant to Section 5.6 of these Bylaws. 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 expiration of the term being filled.

Section 7.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual out-of-

pocket expenses incurred in the performance of his duties; provided, such expenses are approved by a majority of the Board prior to being incurred.

Section 7.5 Action Taken Without a Meeting. To the fullest extent allowed by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors. See also Section 9.3.

ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

Section 8.1 Nomination; Eligibility. Nomination for election to the Board may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee may consist of members of the Board and/or Members of the Association. The Nominating Committee may be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board as it may in its discretion determine, but not less than the number of vacancies that are to be filled. Such other nominations may be made from among Members.

Section 8.2 Election. Election to the Board shall be by written ballot (electronic voting, if allowed, shall constitute 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 Association Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX MEETINGS OF DIRECTORS

Section 9.1 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 that meeting shall be held at the same time on the next day which is not a legal holiday. The Board may meet by any method of communication, including electronic and telephonic. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken by electronic means or transmission, and the writing or electronic transmission or transmissions of such meetings are to be filed with the minutes of proceedings of the Board or committee. Such filing may be in paper form if the minutes are maintained in paper form, or may be in electronic form if the minutes are maintained in electronic form, or both.

Section 9.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director. Notice of the time and place of special meetings shall be:

- (a) delivered personally by hand, by courier or by telephone;

- (b) sent by United States first-class mail, postage prepaid;
- (c) sent by facsimile;
- (d) sent by electronic mail, or
- (e) posted on the Association website (www.parkridgehoa.com).

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least three (3) days before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. Any oral notice may be communicated either to the Director or to a person at the office of the Director who the person giving notice has reason to believe will promptly communicate such notice to the director. The notice need not specify the place of the meeting if the meeting is to be held at the corporation's principal executive office nor the purpose of the meeting.

Section 9.3 Day-to-Day Business of the Association. The Board may conduct the day-to-day business of the Association by correspondence or such other means as approved by a majority of the members of the Board and as allowed by law, including U.S. postal mail, telephone, electronic mail or other electronic means. Provided that all Directors are given notice and reasonable opportunity to express his or her opinion and vote, a majority of the board members responding to calls for action on the day-to-day business of the Association shall constitute a quorum. All board members are expected to participate in the day-to-day business of the Association.

Section 9.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of 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 (or if no meeting is held, a majority of a quorum obtained outside of a meeting pursuant to Section 9.3) shall be regarded as the act of the Board of Directors.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI
POWERS AND DUTIES OF THE BOARD

Section 11.1 Powers. The Board shall have all powers of a Texas nonprofit corporation, including without limitation the powers to:

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

(e) as more fully provided in the Association Restrictions, to:

(i) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Association Restrictions: and

(ii) take action to collect delinquent amounts due, including retaining the services of an attorney for collection purposes, as further authorized by the Association Restrictions; or to foreclose the lien against any property for which Assessments are not paid after all reasonable efforts to collect such Assessments have been exhausted;

(iii) 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);

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

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

(h) appoint the members of the Architectural Committee as provided in the Association Restrictions;

- (i) establish reasonable membership or transfer fees; and
- (j) exercise such other and further powers as provided in the Association Restrictions. It shall further be the duty of the Board to:

- (i) 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 either class of Members who are entitled to cast twenty-five percent (25%) of the votes for such class; and

- (ii) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE XII OFFICERS AND THEIR DUTIES

Section 12.1 Enumeration of Officers. The officers of this Association shall be a President and one Vice-President, 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 12.2 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 12.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he resigns sooner or shall be removed or otherwise disqualified to serve.

Section 12.4 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 12.5 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 12.6 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 12.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 11.4.

Section 12.8 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. The 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) Treasurer. The Treasurer shall, if applicable, cause the Manager to receive and deposit in appropriate bank accounts all monies of the Association and to disburse such funds as directed by resolution of the Board; may 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. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

(e) Any of the above-referenced officer duties, and any powers or duties of the Board under the Association Restrictions, may be delegated to a managing agent by board action, including any approve management contract.

ARTICLE XIII 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, appoint one or more committees from time to time for any purpose; provided, that any such committee or committees has no authority to bind the Association and shall have and may exercise only the power of recommending action to the Board of Directors, subject to any further limitations and directions adopted by the Board in the Board resolution establishing the committee or modifying the committee's charge. Committee members shall serve at the pleasure of the Board.

ARTICLE XIV
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 governing documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Copies of all governing documents shall also be kept on repository on the Association website (www.parkridgehoa.com).

ARTICLE XV
ASSESSMENTS

As more fully provided in the Association Restrictions, 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 one installment due annually on January 1 of each fiscal year. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof shall be required by the Board to pay interest at a rate of six percent (6%) per annum on such Assessment from the due date thereof 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.

ARTICLE XVI
AMENDMENTS

These Bylaws may be amended by a majority vote of the Board.

ARTICLE XVII
DISSOLUTION

The Association may be dissolved upon the written consent of not less than two-thirds (2/3) of each class of members; provided all other legal requirements are met. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XVIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 18.1 Indemnification. To the maximum extent allowed by law, the Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses 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 herein

Section 18.2 Other Indemnification and Insurance. The indemnification provided by this Article XVIII 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 Indemnatee, 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 Indemnatee 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.

ARTICLE XIX DURATION

The Association's term shall be perpetual.

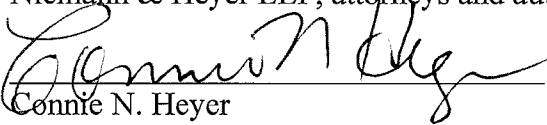
ARTICLE XX MISCELLANEOUS

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.

Park Ridge Owners Association, Inc.

Acting by and through its Board of Directors

Filed of record in accordance with Texas Property Code Ch. 202 by
Niemann & Heyer LLP, attorneys and authorized agents

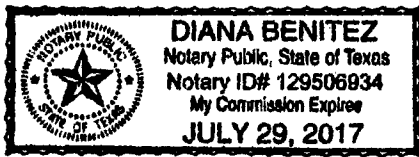

Connie N. Heyer

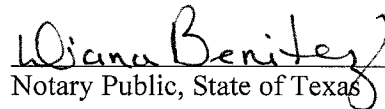
Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of March, 2016, by Connie N. Heyer in the capacity stated above.




Notary Public, State of Texas

Filed of record by/
After recording return to:
Niemann & Heyer LLP
1122 Colorado Suite 313
Austin, TX 78701



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 03 2016 04:07 PM

FEE: \$ 86.00 2016032108