

FILED  
In the Office of the  
Secretary of State of Texas  
MAR 21 1997  
Corporations Section

ARTICLES OF INCORPORATION  
OF  
The Estates  
CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION

The undersigned, acting as incorporator of the corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for such corporation. All terms as used herein, such as (but not by way of limitation) "land", "owners," "lot," "Common Area," "Developer," and "assessments," shall have the same meanings as set forth in the Declaration (as hereinafter defined) unless otherwise specified and defined herein.

ARTICLE ONE

The Estates of

The name of the corporation is <sup>^</sup>Creekside Village Homeowners Association (hereinafter referred to as the "Association").

ARTICLE TWO

The Association is a non-profit corporation.

ARTICLE THREE

The period of its duration shall be perpetual.

ARTICLE FOUR

The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in Creekside Village, an addition to the City of Garland, Dallas, County, Texas, as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), filed on JAN. 31, 1997, filed in Clerk's File No. 220784 of the Deed of Records of Dallas County, Texas, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health, safety and welfare of the residents within the land and any and all other property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include,

without limitation, the following:

(a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners' associations organized for the same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as if set forth at length herein.

(b) The Association may (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws, (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges levied or imposed against the land of the Association, (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association, and (iv) hold as agent for said land owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

(c) The Association may acquire (by gift, purchase or otherwise), 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 Association subject to the limitations, if any, set forth in the Declaration.

(d) The Association may borrow money, and with the required assent of voting members as set forth in the Declaration, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration.

(e) The Association may provide management, upkeep, maintenance, repair, care of and general sanitation and cleanliness of the Common Area as provided in the Declaration.

(f) The Association may incur or assume obligations and duties to the City of Garland, Texas, or any other governmental authority, regarding the development, operation and maintenance of the Common Area and any improvements within the Common Area.

(g) The Association may enter into, incur or assume obligations and duties under escrow agreements or other escrow arrangements with the City of Garland, Texas, or other governmental authorities, to provide or escrow funds to pay for the operation, maintenance and repair of the Common Area and any improvements within the Common Area.

(h) The Association may enter into and perform any contract and 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 Declaration.

(i) The Association may dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication, sale or transfer shall be effective unless an instrument has been recorded after it has been signed by the requisite number of voting members agreeing to such dedication, sale or transfer as provided in the Declaration.

(j) The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of the owners representing the requisite number of votes of voting members as provided in the Declaration.

(k) The Association may have and exercise any and all powers, rights and privileges a corporation organized under the Act may now or hereafter exercise.

#### ARTICLE FIVE

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association. The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation.

#### ARTICLE SIX

The Association shall have two (2) classes of voting membership:

(a) Class A members shall be all owners of lots (other than Class B members) and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members, but the vote for such lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any lot.

(b) Class B member(s) shall be the Developer(s), who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the date and in the manner set forth in the Declaration.

#### ARTICLE SEVEN

The street address of the initial registered office of the Association is 500 NORTH AKARD #328 / DALLAS, TX 75201 and the name of its initial registered agent at such address is JOHN BAER - CREEKSIDE VILLAGE (LTD).

#### ARTICLE EIGHT

Subject to the terms of the Declaration, the members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation or Bylaws of the Association. The number of Directors constituting the initial Board is five (5), and the names and addresses of the persons who are to serve as the initial Board are:

<u>Name</u>	<u>Address</u>
John Baer	<u>500 N. AKAKO #328</u> <u>DALLAS, TX 75201</u>
Bruce W. Williams	<u>        "        "</u> <u>        "        "</u>
Tim Stewart	1431 Greenway Dr., #700 Irving, Tx. 75038
<del>George D'Hemecourt</del> Bob Burwick	<u>4141 Blue Lake #200</u> <u>Dallas, TX 75244</u>

The Board may make whatever rules and bylaws it deems desirable to govern the Association and its members; provided, however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

ARTICLE NINE

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
John Baer	<u>500 N. AKAKO #328</u> <u>DALLAS, TX 75201</u>

ARTICLE TEN

No Director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director for (1) a breach of a Director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, or (4) an act or omission for which the liability of a Director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the

effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. If the Act or the Texas Miscellaneous Corporation Laws Act (the "TMC Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Act or the TMC Act, as so amended from time to time. Without limiting the foregoing, the following shall apply:

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the TMC Act, then such persons named above shall be indemnified to the full extent permitted by Article 1396-2.22A of the TMC Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (whether civil, criminal, administrative or investigative) against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, that his or her conduct was not opposed to the best interests of

the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subparagraphs (i) or (ii) above, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must 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 by subparagraph (d, (iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c), and (ii) undertakes in writing to repay

such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled to by law, bylaws, agreement, vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

#### ARTICLE ELEVEN

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to

those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

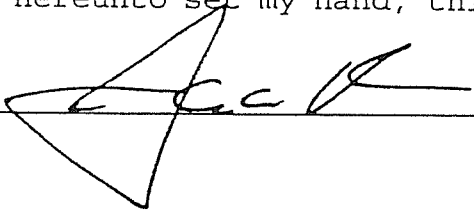
#### ARTICLE TWELVE

Amendment of these Articles shall require the assent of the requisite number of votes of the voting members as set forth in the Declaration.

#### ARTICLE THIRTEEN

As long as there is a Class B membership, the prior approval of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") (if FHA or VA has approved the lots located in the Addition and is insuring mortgages of buyers of homes located in the Addition) shall be required for (a) annexation of additional properties under the Declaration, (b) mergers and consolidations of the Association, (c) mortgaging of the Common Area, (d) dedication of the Common Area to any governmental authority, (e) dissolution of the Association, or (f) amendment of these Articles if such amendment affects or alters any provisions of the Declaration directly governed or regulated by the FHA or VA.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3rd day  
of March, 1997.



A handwritten signature in black ink, appearing to read 'John A. Baek', is written over a horizontal line. The signature is stylized and somewhat abstract.

By: JOHN A. BAEK  
Name: \_\_\_\_\_  
Title: President

VIA FEDERAL EXPRESS

Secretary of State  
Corporation Division  
Special Handling  
1019 Brazos Street, B31  
The Earl Rudder Building  
Austin, Texas 78701

Re: Articles of Incorporation of The Creekside Village  
Homeowners Association (the "Corporation")

Dear Sir:

Please file the enclosed original and one (1) copy of the Articles of Incorporation on behalf of the Corporation, and return the copy to us with your certificate of incorporation affixed thereto in the self-addressed postage prepaid envelope provided for your convenience.

Also enclosed is this Company's check in the amount of \$35.00, \$25.00 of which is the filing fee and \$10.00 of which is for special handling.

In accordance with your special handling procedures, please confirm the filing of the Articles by calling the undersigned at the number indicated below.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if you should have any questions or comments relating to this matter.

Very truly yours,

By: <sup>Rudder</sup> John A. Batic G.R. Creekside V. Ass. Corp.  
972-385-7642  
Telephone #

UNANIMOUS CONSENT IN LIEU OF  
ORGANIZATIONAL MEETING  
OF  
THE CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION  
A TEXAS NON-PROFIT CORPORATION

We, the undersigned, being all of the directors of The Creekside Village Homeowners Association, a Texas Non-Profit corporation (the "Corporation"), pursuant to the provisions of the Texas Non-Profit Corporation Act, do, by consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all of the directors of the Corporation at a formal organizational meeting of the Board of Directors of said Corporation:

RESOLVED, that the Articles of Incorporation having been approved and filed in the office of the Secretary of State of Texas under Charter Number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 1997, be placed in the Minute Book of this Corporation.

RESOLVED, that John Baer, Bruce W. Williams, Tim Stewart, and ~~George D'Homecourt~~, having been designated as the directors of the Corporation by the Articles of Incorporation until the first annual meeting of members or until their successors are elected and qualified, do accept the office of director of the Corporation, such acceptance being evidenced by their signatures below.

RESOLVED, that the Bylaws submitted to each director of this Corporation be, and the same hereby are, adopted for and as the Bylaws of this Corporation, and the Secretary of this Corporation be, and the same hereby is, directed to cause a copy of the Bylaws to be inserted in the Minute Book of this Corporation.

RESOLVED, that the seal, an impression of which is affixed hereto, be, and it hereby is, adopted as the official seal of the Corporation.

RESOLVED, that the following individuals be, and they hereby are, elected to the offices set forth opposite their respective names, to serve as such until the first meeting of the Board of Directors of the Corporation following the next annual meeting of members, or until their respective successors are elected and qualified:

<u>Name</u>	<u>Offices</u>
John Baer	President
Tim Stewart	Vice President
<del>George D. Hemecourt</del>	Vice President
Bruce W. Williams	Secretary/Treasurer

RESOLVED, that regular bank accounts in the name of this Corporation or a designated agent of the Corporation be opened from time to time at such banks as the President of the Corporation or a designated agent of the Corporation shall deem necessary or appropriate, wherein may be deposited any of the funds of this Corporation and from which withdrawals are hereby authorized in the name of this Corporation by the signatures of such individual or individuals as the President or a designated agent of the Corporation shall designate;

FURTHER RESOLVED, that the Secretary of this Corporation be, and the same hereby is, authorized to certify resolutions to such agents and banks, authorizing the opening of such bank accounts in such form as said banks may customarily require, and such resolutions shall be inserted in the Minute Book of the Corporation following these minutes as if set forth herein in full;

FURTHER RESOLVED, that, subject to the terms of the Articles of Incorporation and Bylaws of the Corporation, the President of this Corporation be, and the same hereby is, authorized to borrow in the name and on behalf of the Corporation such funds in such amounts and from such persons or such lending institutions as he, in his discretion, deems to be in the best interests of this Corporation; and

FURTHER RESOLVED, that the Secretary and any Assistant Secretary be, and each hereby is, authorized to certify resolutions to such lender authorizing such borrowing in such form as said lender may customarily require, and such resolutions so certified shall be deemed to be copied in these minutes as fully as if set forth herein in full.

RESOLVED, that the fiscal year for this Corporation shall commence on the 1st day of January of each year and shall end on the 31st day of December of each year.

**UNANIMOUS CONSENT IN LIEU OF ORGANIZATIONAL  
MEETING OF THE CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION**

RESOLVED, that the Treasurer of this Corporation be, and the same hereby is, authorized to pay out of the funds of this Corporation all of the fees and expenses incurred by the incorporator, directors, officers or members which were necessary or appropriate for the formation and/or organization of this Corporation.

19~~77~~ DATED to be effective as of the 1<sup>st</sup> day of April.

W. W. Wilkins  
W. W. Wilkins

J. H. Hurd  
J. H. Hurd

206-117:8

ARTICLES OF INCORPORATION  
OF  
CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION

The undersigned, acting as incorporator of the corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for such corporation. All terms as used herein, such as (but not by way of limitation) "land", "owners," "lot," "Common Area," "Developer," and "assessments," shall have the same meanings as set forth in the Declaration (as hereinafter defined) unless otherwise specified and defined herein.

ARTICLE ONE

The name of the corporation is Creekside Village Homeowners Association (hereinafter referred to as the "Association").

ARTICLE TWO

The Association is a non-profit corporation.

ARTICLE THREE

The period of its duration shall be perpetual.

ARTICLE FOUR

The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in Creekside Village, an addition to the City of Garland, Dallas, County, Texas, as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), filed on JAN. 31, 1997, filed in Clerk's File No. 220784 of the Deed of Records of Dallas County, Texas, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health, safety and welfare of the residents within the land and any and all other property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include,

without limitation, the following:

(a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners' associations organized for the same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as if set forth at length herein.

(b) The Association may (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws, (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges levied or imposed against the land of the Association, (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association, and (iv) hold as agent for said land owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

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#### ARTICLE SEVEN

The street address of the initial registered office of the Association is 500 NORTH AKARD #328 / DALLAS, TX 75201 and the name of its initial registered agent at such address is JOHN BAERL - CREEKSIDE VILLAGE (CTD).

#### ARTICLE EIGHT

Subject to the terms of the Declaration, the members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation or Bylaws of the Association. The number of Directors constituting the initial Board is five (5), and the names and addresses of the persons who are to serve as the initial Board are:

<u>Name</u>	<u>Address</u>
John Baer	<u>500 N. AKAKO #328</u> <u>DALLAS, TX 75201</u>
Bruce W. Williams	<u>        "        "</u> <u>        "        "</u>
Tim Stewart	1431 Greenway Dr., #700 Irving, Tx. 75038
<del>George D'Hemesourt</del> Bob Burwick	<u>4141 Blue Lake #200</u> <u>Dallas, TX 75244</u>

The Board may make whatever rules and bylaws it deems desirable to govern the Association and its members; provided, however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

ARTICLE NINE

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
John Baer	<u>500 N. AKAKO #328</u> <u>DALLAS, TX 75201</u>

ARTICLE TEN

No Director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director for (1) a breach of a Director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, or (4) an act or omission for which the liability of a Director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the

effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. If the Act or the Texas Miscellaneous Corporation Laws Act (the "TMC Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Act or the TMC Act, as so amended from time to time. Without limiting the foregoing, the following shall apply:

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the TMC Act, then such persons named above shall be indemnified to the full extent permitted by Article 1396-2.22A of the TMC Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (whether civil, criminal, administrative or investigative) against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, that his or her conduct was not opposed to the best interests of

the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subparagraphs (i) or (ii) above, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must 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 by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c), and (ii) undertakes in writing to repay

such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled to by law, bylaws, agreement, vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

#### ARTICLE ELEVEN

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to

those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

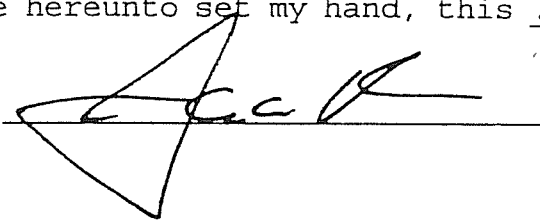
#### ARTICLE TWELVE

Amendment of these Articles shall require the assent of the requisite number of votes of the voting members as set forth in the Declaration.

#### ARTICLE THIRTEEN

As long as there is a Class B membership, the prior approval of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") (if FHA or VA has approved the lots located in the Addition and is insuring mortgages of buyers of homes located in the Addition) shall be required for (a) annexation of additional properties under the Declaration, (b) mergers and consolidations of the Association, (c) mortgaging of the Common Area, (d) dedication of the Common Area to any governmental authority, (e) dissolution of the Association, or (f) amendment of these Articles if such amendment affects or alters any provisions of the Declaration directly governed or regulated by the FHA or VA.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3rd day  
of March, 1997.



By: JOHN A. SAEV  
Name: \_\_\_\_\_  
Title: President