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NOTICE OF FILING OF DEDICATORY INSTRUMENTS 058971  
FOR  
SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON §

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR Shadow Ridge South Homeowners Association, Inc. (this "Notice") is made this 20<sup>th</sup> day of December, 1999, by Shadow Ridge South Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, FM-SR, LTD. prepared and recorded an instrument entitled "Declaration of Covenants, Restrictions, & Conditions" dated August 26, 1994, and recorded in File No. 94-R0066390 of the Deed Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

ASSOCIATION: Shadow Ridge South  
HOA  
a Texas corporation  
By: [Signature]  
Its: President

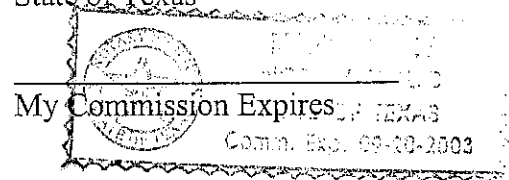
ACKNOWLEDGMENT

STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Howard Altkuley, President of Shadow Ridge Homeowners Assn., Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of ~~December~~, 1999.  
May, 2000.

Mary Hamer  
Notary Public  
State of Texas



**BYLAWS OF**  
**SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.**  
**A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is Shadow Ridge South Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2911 Turtle Creek Boulevard, Suite 840, Dallas, Texas 75219, but meetings of Members and Directors may be held at such places within the State of Texas, County of Dallas or Denton, as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

**Section 1.** "Association" shall mean and refer to Shadow Ridge South Homeowners Association, Inc., its successors and assigns.

**Section 2.** "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

**Section 3.** "Common Maintenance Areas" shall mean and refer to the Common Areas and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, if any, and such other areas lying within any dedicated public easements or right-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety and welfare of the Owners.

**Section 4.** "Declarant" shall mean FM-SR, Ltd., a Texas limited partnership, and the successors and assigns of its interest under the Declaration.

**Section 5.** "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Property executed by FM-SR, Ltd., a Texas limited partnership, and recorded in the office of the County Clerk of Denton County, Texas, and any amendments, annexations and supplements thereto made in accordance with its terms.

**Section 6.** "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon. Until such time as that portion of the Property consisting of "Phase Two" (as designated in the Declaration) is platted, Phase Two shall be treated as one Lot.

**Section 7.** "Member" means each Owner.

**Section 8.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation until such time as such a security holder becomes the record owner of a Lot (whether by foreclosure or otherwise).

**Section 9.** "Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

**Section 10.** "Town" shall mean and refer to the Town of Flower Mound, Texas.

### ARTICLE III MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

**Section 2. Special Meeting.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

**Section 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 thirty (30) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Members to the Association for the purpose of notice. Such notice may also be delivered to the Members' residences. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be a majority of the quorum requirement for the prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting, but not below any quorum required by law). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5. Proxies:** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 6. Membership in the Association.** The Declarant and every other Owner shall be a member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot.

**Section 7. Voting Rights.** The Association shall have two (2) classes of voting membership:

- (a) **Class A.** The Class A members shall be all Owners (other than Declarant) 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.** The Class B member shall be Declarant, who shall be entitled to ten (10) votes for each unoccupied Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the earlier of (i) one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in Class B to equal the total votes outstanding in Class A or (ii) thirty (30) days after Declarant's written notice to the Association of its election to convert its Class B membership to Class A membership. Unless the Declarant shall have elected to convert its Class B membership to Class A membership, Class B membership shall be reinstated at anytime before the expiration of twenty (20) years from the date of conveyance of the first Lot if additional Lots owned by a Class B Member are annexed to the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot for each ten (10) Class A Lots in the Property.

#### ARTICLES IV BOARD OF DIRECTORS

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

**Section 2. Term of Office.** At the first annual meeting, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years; and at each annual meeting thereafter the Members shall elect one Director for a term of three years.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 3. Declaration.** The provisions of the Declaration pertaining to the Board of Directors are hereby incorporated in these Bylaws by reference.

## ARTICLE VI MEETINGS OF DIRECTORS

**Section 1. Annual Meetings.** The first annual meeting of the Directors shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Directors shall be held on the same day of the same month of each year thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

**Section 2. Special Meeting.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any Director, after not less than three (3) days notice to each Director.

**Section 3. 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 shall be regarded as the act of the Board.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (c) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties;
- (d) provide and pay out of the maintenance fund the following:
  - (1) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
  - (2) Care and preservation of the Common Maintenance Area.
  - (3) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager, provided, that any services of a professional person, management firm, or other personnel shall be provided to the Association at competitive rates.
  - (4) Legal and accounting services.
  - (5) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as

determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

- (6) Workers compensation insurance to the extent necessary to comply with any applicable laws.
  - (7) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.
  - (8) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.
- (e) borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit;
  - (f) enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association;
  - (g) make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected.
  - (h) collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings; and
  - (i) enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

**Section 2. Duties.** The Board, for the benefit of its Owners, shall have the following duties:

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.



- (d) as more fully provided in the Declaration:
- (1) to fix and give notice of the amount of the annual assessment against each Lot; and
  - (2) to foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.
- (e) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) to protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements;
- (g) to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;
- (h) to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;
- (i) to procure and maintain liability insurance and hazard insurance on property owned by the Association;
- (j) to cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (k) to improve, beautify, maintain, manage and operate the Common Areas and Common Maintenance Areas.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

**Section 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 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 by 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 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of Vice President, 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 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

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

**Vice President**

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX  
COMMITTEES**

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X  
BOOKS AND RECORDS**

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

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid with ten (10) days after the due date shall bear interest from the due date until paid in full at the highest nonusurious rate of interest allowed by Texas law or 18% per annum, whichever is less. The Association shall also have the authority to impose late charges to compensate for administrative and processing costs for late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

The initial maintenance assessment (as described in the Declaration) until revised by resolution of the Board of Directors shall be \$120.00 per Lot annually.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall not have a seal.

**ARTICLE XIII  
AMENDMENTS**

Section 1. These Bylaws may be amended by the Board.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

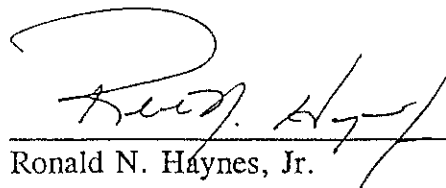
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Shadow Ridge South Homeowners Association, Inc., a Texas non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by unanimous written consent of the Board of Directors thereof effective as of the 1st day of January, 1995.

  
\_\_\_\_\_  
Ronald N. Haynes, Jr.  
Secretary

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FILED  
In the Office of the  
Secretary of State of Texas

DEC 08 1994

ARTICLES OF INCORPORATION  
OF  
SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC. Corporations Section

I, the undersigned natural person of the age of 18 years or more and a United States citizen, acting as incorporator 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 SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation is organized to improve, beautify, maintain, manage and operate the common properties and the common facilities within a tract of land in Flower Mound, Denton County, Texas known as Shadow Ridge South, which has been subdivided according to the subdivision plat filed or to be filed in the Map or Plat Records of Denton County, Texas and such other additions as may hereafter from time to time be brought within the jurisdiction of the corporation (the "Subdivision"); to provide for architectural control of the lots within the Subdivision; and to promote the recreation, health, safety, convenience and welfare of the members of the corporation. In furtherance of such purposes, the corporation shall have the power to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions pertaining to the Subdivision and recorded in the public records of Denton County, Texas, as the same may be amended or supplemented from time to time, and further shall have and may exercise any and all powers, rights and privileges that a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 2911 Turtle Creek Boulevard, Suite 840, Dallas, Dallas County, Texas 75219, and the name of its initial registered agent at such address is Earl Merrell.

ARTICLE VI

The corporation shall have members. The designation of any classes of members, the manner of election or appointment and the qualifications and rights of the members of each class shall be set forth in the Bylaws.

ARTICLE VII

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

Earl Merrell  
2911 Turtle Creek Boulevard, Suite 840  
Dallas, Texas 75219

Ronald N. Haynes, Jr.  
2911 Turtle Creek Boulevard, Suite 840  
Dallas, Texas 75219

Linda Bednarz  
2911 Turtle Creek Boulevard, Suite 840  
Dallas, Texas 75219

ARTICLE VIII

The name and address of the incorporator is as follows:

Vicky Pogue Gunning  
2200 Ross Avenue  
Suite 900  
Dallas, Texas 75201

ARTICLE IX

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes set forth in Article IV above), and no director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE X

To the extent not disallowed by applicable Federal tax laws, no director of the corporation shall be liable to the corporation for monetary damages for an act or omission in the director's capacity as a director, except for liability of a director for (i) a breach of a director's duty of loyalty to the corporation, (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (iii) 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 (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law is amended after adoption of these Articles of Incorporation to authorize corporate action further eliminating or limiting the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended. This Article Ten shall not impair, limit or otherwise adversely affect any other provision of these Articles of Incorporation or the Bylaws of the corporation with respect to limiting or eliminating the liability of directors, but rather shall be cumulative thereof.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director existing at the time of such repeal or modification.

ARTICLE XI

The corporation shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

ARTICLE XII

The corporation shall indemnify and hold the undersigned incorporator harmless from and against any and all loss, cost, damage, expense (including, without limitation, attorneys' fees and expenses) for liability caused by, resulting from or arising out of any action taken or authorized by the incorporator of the corporation in respect of the corporation and organization of the corporation in what he deemed to be in or not opposed to the best interests of the corporation.

ARTICLE XIII

Any action required to be taken at a meeting of the members or directors of the corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken and otherwise in compliance with Section 9.10C of the Texas Non-Profit Corporation Act, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

IN WITNESS WHEREOF, I have hereunto set my hand, the 7th day of December,  
1994.

  
\_\_\_\_\_  
VICKY POGUE GUNNING





# The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

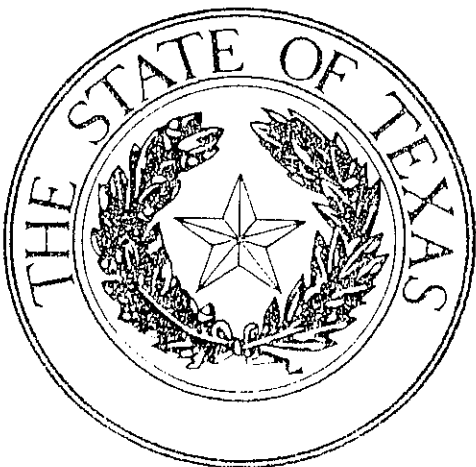
SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.  
CHARTER NUMBER 1335597

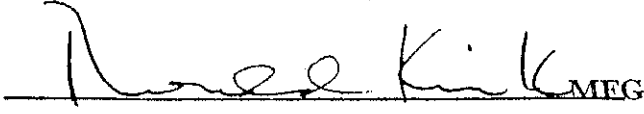
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: December 8, 1994  
Effective December 8, 1994



  
Secretary of State



4617 00088

# The State of Texas

## Secretary of State

OCT. 3, 1996

EARL MERKELL  
2911 TURTLE CREEK BLVD. STE. 840  
DALLAS ,TX 75219

RE:  
SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.  
CHARTER NUMBER 01335597-01

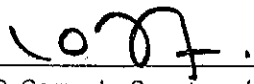
THIS IS TO ADVISE YOU THAT THE ABOVE REFERENCED CORPORATION'S REPORT REQUIRED BY ARTICLE 1396-9.01, TEXAS NON-PROFIT CORPORATION ACT, HAS BEEN FILED IN THIS OFFICE, AND YOUR REMITTANCE OF \$5.00 HAS BEEN APPLIED AS THE FILING FEE FOR SAME.

AS THE LAW DOES NOT PROVIDE FOR THE FURNISHING OF A CERTIFICATE OF FILING, THIS LETTER MAY BE USED AS EVIDENCE OF SUCH FILING.

SINCERELY,

CORPORATIONS SECTION  
STATUTORY FILINGS DIVISION



  
Antonio O. Garza, Jr., Secretary of State



4617 00089

**Antonio O. Garza, Jr.**

Secretary of State

## Office of the Secretary of State

April 29, 1997

PRINCIPAL MANAGEMENT GROUP  
5622 DYER ST.  
DALLAS, TX. 75206

RECEIVED MAY - 2 1997

RE: SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.  
CHARTER NO.133559/-1

The following corrections are necessary for approval and filing of the documents submitted on behalf of the above named corporation/limited partnership/limited liability company. Checks tendered in payment of filing fees are returned when the accompanying documents cannot be filed. Enclosed are the documents and check(s) which you recently submitted. If you should have any further questions, please do not hesitate to call the document processing section at (512) 463-5582 for further assistance.

11. We are returning your documents because the entity's charter was forfeited/involuntarily dissolved on FEBRUARY 19, 1997 for failure to pay franchise tax.
12. In order to file the enclosed documents, it will be necessary to file an application for reinstatement. Corporations and limited companies forfeited for tax reasons may apply for reinstatement at any time following the date of forfeiture.

The filing fee for an application for a tax reinstatement is \$75.00 for a business corporation or a limited liability company is \$10.00. There is no fee for a non-profit corporation. Forms are enclosed for your convenience.

All franchise taxes must be paid before the entity may be reinstated. Questions concerning franchise taxes should be directed to the Tax Assistance Section, Comptroller of Public Accounts, Austin, Texas 78744-0100; (512) 463-4600 or (800) 252-1381.

see page 2

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## Office of the Secretary of State

page 2

The document must include a statement how the change was authorized in one of the following ways:  
(Please complete one of the statements below (A-F) accordingly.)

- A. The board of directors; OR
- B. An officer of the corporation so authorized by the board of directors; OR
- C. The members of the corporation in whom management of the corporation is vested pursuant to article 2.14C of the Texas Texas Non-Profit Corporation Act.
- D. Its members
- E. Its managers
- F. The limited partnership

Pat Cantrell  
Document Examiner

PRINCIPAL MANAGEMENT GROUP  
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DALLAS, TX 75206

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**AMENDMENT TO BYLAWS OF  
SHADOW RIDGE SOUTH HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors of Shadow Ridge South Homeowners Association, Inc., a Texas non-profit corporation, adopted by unanimous written consent the Bylaws of said Association effective on the 1<sup>st</sup> day of January, 1995.

**WHEREAS**, the Board of Directors of Shadow Ridge South Homeowners Association have unanimously voted to amend a portion of said Bylaws of the Association.

**NOW, THEREFORE**, Articles IV, Board of Directors, Section 1., Number, of said Bylaws shall be amended to read the following:

“The affairs of the Association shall be managed by a Board of five (5) Directors, with a minimum of three (3) Directors, if necessary. These Directors shall be Members of the Association.”

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of the Shadow Ridge South Homeowners Association, Inc., a Texas non-profit corporation, and

THAT the forgoing Amendment to the Bylaws of said Association is adopted by unanimous vote of the Board of Directors and shall be effective as of the 1st day of March, 2001.



\_\_\_\_\_  
Troy Hill  
President