

UCT 01 2004

Corporations Section

ARTICLES OF INCORPORATION
OF
RIVERWAY ESTATES COMMUNITY ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen years or more, a citizen of the State of Texas and United States and acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation as authorized by the Declaration of Covenants, Conditions and Restrictions for Riverway Estates Subdivision:

ARTICLE I
Corporate Name

The name of the corporation is ***RIVERWAY ESTATES COMMUNITY ASSOCIATION, INC.***, hereinafter sometimes called the "Association".

ARTICLE II
Legal Status

The Association is a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE III
-Duration

The period of duration of the Association is perpetual.

ARTICLE IV
Purposes

The purposes for which the Association is organized are specifically and primarily to provide an organization consisting of the Owners of Lots within Riverway Estates, a residential subdivision located in Fort Bend County, Texas (the "Subdivision"), in accordance with and as more particularly described in that certain instrument titled Declaration of Covenants, Conditions and Restrictions for Riverway Estates, filed in the Official Public Records of Real Property of Fort Bend County, Texas, as same may be from time to time amended ("the "Declaration"), and other real property may be developed and annexed as sections of Riverway Estates, and in accordance with the Declaration to provide for the management, maintenance, preservation, operation and architectural control of the Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of the Association, including for such purposes without limitation of the foregoing:

- A. to promote the health, safety, and welfare of the Owners of Lots within the Subdivision;

- B. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, the Bylaws and Articles of Incorporation of the Association, Rules and Regulations, Architectural Guidelines, all written decisions and resolutions of the Association's Board of Directors and Architectural Guidelines, all written decisions and resolutions of the Association's Board of Directors and Architectural Control Committee, and amendments to any of the foregoing (all such instruments sometimes herein referred to as the "Governing Documents");
- C. to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration, and to pay all expenses in connection with such charges or assessments and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- D. to control the construction, reconstruction or alteration of any building or other improvement to be erected, maintained or altered upon any Lot, building site, tract, parcel, site or reserve within the Subdivision or otherwise subject to the jurisdiction of the Association;
- E. to cause to be enforced the restrictions, covenants, conditions and easements imposed upon all or any part of the Subdivision by the Declaration;
- F. to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, otherwise dispose of and/or alienate real and personal property as the Association may deem necessary or appropriate and/or as provided in the Declaration;
- G. to borrow money, and to mortgage, pledge, deed in trust or otherwise encumber, alienate or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association;
- H. to act in the capacity of principal, agent, joint venturer, partner, or otherwise as the Association may deem necessary or appropriate and/or as provided in the Declaration; and
- I. to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may by law now or hereafter have and exercise;

PROVIDED, HOWEVER, any of the foregoing provisions of this Article IV to the contrary notwithstanding, the Association is organized and shall be operated for nonprofit purposes, no part of any net earnings or other assets of the Association shall inure to the benefit of any Member of the Association or any Owner in the Subdivision and the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE V

Initial Registered Office and Agent

The street address of the initial registered office of the Association is 10 Windcrest Falls Drive, Cypress, Texas 77429, and the name of its initial registered agent at such address is Bert B. Williams.

ARTICLE VI

Board of Directors

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

<u>Name</u>	<u>Address</u>
Jessie Sanusi	20103 Anson Falls Katy, Texas 77450
Jamal Nikmard	20103 Anson Falls Katy, Texas 77450
Bert B. Williams	10 Windcrest Falls Drive Cypress, Texas 77429

B. Subsequent Directors. The initial Directors as above provided shall serve as Directors until their successors are elected and qualified as provided in the Association's Bylaws. The number of Directors shall be fixed by, or in the manner provided in, the Association's Bylaws; provided, the number of Directors shall not be less than three, and no decrease in the number of Directors as provided in the Bylaws will have the effect of shortening the term of any incumbent Director.

ARTICLE VII

Incorporator

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
Michael R. O'Neal Attorney at Law	12841 Jones Road, Suite 150 Houston, Texas 77070

ARTICLE VIII
Membership

Every person who is the owner of the fee simple title to or undivided fee simple title interest in any Lot that is subject to the Declaration is deemed to be a member of the Association. The Association is entitled to rely on the Real Property Records of Fort Bend County, Texas in determining the Owner(s) of each Lot. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of security interest shall not terminate any Owner's membership. No Owner, whether one or more Persons, may have more than one membership per Lot. Memberships are appurtenant to and may not be separated from ownership of any Lot, and automatically pass with the title to the Lot.

ARTICLE IX
Voting Rights of Members

A. Development Period. During the period of time the Developer is in control of the Association, there will be two classes of membership entitled to voting rights in the Association until the Developer relinquishes control of the Association, which shall be as follows:

(i) Class A: All Members in the Association, other than the Declarant executing the Declaration, or its successors or assigns, are Class A Members, and for each Lot owned and each Class Member will be entitled to one vote on each matter coming before the Members (unless their voting rights have been suspended as provided in the Declaration).

(ii) Class B: Class B Members are those individuals or entities who are herein defined as the Declarant executing the Declaration, or its successors or assigns, and for each Lot owned they shall be entitled to five votes on each matter coming before the Members.

B. Post-Development Period. Upon termination of the Development Period, remaining Class B membership will automatically convert to Class A membership. Thereafter, there will be only one class of voting membership, and such Members will be entitled to one vote for each Lot owned on each matter coming before the Members.

C. Multiple Owners: When more than one Person holds an ownership interest in a Lot, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to that particular Lot. The single vote of such joint Owners must be cast in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote as to any such matter upon which a majority decision cannot be reached. Any individual Owner from among such joint Owners will be conclusively presumed to be acting in accordance with the decision of the majority in voting either in person or by proxy unless another joint Owner is voting to the contrary in person or by proxy.

D. Cumulative Voting Prohibited: Cumulative voting is not permitted as to any matter placed before the membership for a vote, including election of Directors.

E. Suspension of Voting Rights: Voting rights of any Member may be suspended for breach of the terms of the Governing Documents, individually or collectively.

ARTICLE X
Dissolution

In the event of liquidation, dissolution or winding up of the Association, whether voluntary or involuntary, the Directors shall dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provisions therefor in such manner as the Board of Directors, in the exercise of their absolute discretion, and by majority vote, shall determine; provided, such disposition shall be in the furtherance of the purposes for which the Association is formed, and the property and the assets of the Association may not accrue to the benefit of any officer, Director, member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

ARTICLE XI
Limitation of Liability; Indemnification

A. General: Except for intentional misconduct, knowing violation of the law, or as otherwise provided by the Texas Non-Profit Corporation Act (including Article 1396-2.22A thereof, as amended), no Director of the Association shall be liable to the Association or any of its Members, and the Association shall not be liable to any Member, for any monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope, of its purposes. The Association must indemnify and keep indemnified any Director or former Director to the fullest extent allowed by law, and hold any such Director or former Director harmless from and against all claims, demands, suits, judgments, court costs, attorney's fees, attachments and any and all other legal action or proceedings whatsoever as contemplated thereby. All provisions of this Article XI also apply to the incorporator herein named, to any agent of the Association, to any officer or former officer of the Association, and to all Association committees and members thereof.

B. Liability Arising From Conduct of Owners: Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association, and its officers, Directors, servants, agents and employee from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and any and all other legal actions or proceedings whatsoever caused or arising, directly or indirectly, through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family, guests, invitee's, servants, agents or employees of either.

C. Additional and/or Subsequent Authority: To the fullest extent provided in the Texas Non-Profit Corporation Act, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute is enacted, construed or amended subsequent to the filing of these Articles of Incorporation, to further eliminate or limit liability or further authorize indemnification that as authorized, permitted or required by this Article XI, then such liability shall be eliminated or limited and such right to indemnification shall be expanded to the full extent permitted by such other Governing Documents or by such statutory enactment, construction or amendment.

D. No Impairment: Any repeal or modification of this Article by the Members of the Association or otherwise must not adversely affect any right or protection afforded by this Article and existing at the time of such repeal or modification.

ARTICLE XII
Amendment

These Articles of Incorporation may be amended from time to time in any and as many respects as may be desired, as provided in the Texas Non-Profit Corporation Act.

IN WITNESS WHEREOF, I have set my hand this 30th day of September,
2004.



MICHAEL R. O'NEAL, Incorporator