

ARTICLES OF INCORPORATION

OF

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

APR 1 1971

Bill K. King
Deputy Secretary, Corporation Division

In compliance with the requirements of the Non-Profit Corporation Act of the State of Texas, the undersigned, all of whom are citizens of the State of Texas, and all of whom are over 21 years of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Crown Ridge Townhouse Association, Inc., hereafter called the "Association".

ARTICLE II

The Initial Registered Office of the Association is located at Majestic Building, Room 519, San Antonio, Texas.

ARTICLE III

Bradford F. Miller, whose address is Majestic Building, Room 519, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This is a non-profit corporation. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Beginning at the North corner of the 18.770 acre tract herein described, said North corner located South 42° 24' 08" East 635 feet from the intersection of the Southeast line of Randolph Boulevard with the Southwest line of Jackson Boulevard, out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, Bexar County, Texas; THENCE with the West line of Jackson Boulevard, South 42° 24' 08" East 136.00 feet to a point, the PC of a curve whose radius point is located South 47° 35' 52" West 25.00 feet; THENCE reversing direction and going around the arc of said curve to the North and West an arc distance of 39.27 feet to the PT (said curve having a delta angle of 90° and radius

of 25.00 feet); THENCE with the following calls: South 47° 35' 52" West 110.00 feet to a point; South 42° 24' 08" East 659.51 feet to a point; South 38° 07' 52" West 889.95 feet to a point; South 29° 08' 10" West 60.00 feet to a point; North 60° 51' 50" West 315.01 feet to the PC of a curve to the right, said curve having a delta angle of 108° 27' 42" and a radius of 455.00 feet; THENCE around the arc of said curve a distance of 861.32 feet to the PT; THENCE with the following calls: North 47° 35' 52" East 95.92 feet to a point; North 44° 56' 22" East 280.30 feet to a point; THENCE North 47° 35' 52" East 337.00 feet to the PC of a curve to the left, said curve having a delta angle of 90° and radius of 25.00 feet; THENCE around the arc of said curve 39.27 feet to the POINT OF BEGINNING and containing 18.770 acres, more or less; and to promote the health, safety and welfare of the residents

within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the County Clerk, Bexar County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to 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 property of the Association;
- (c) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) 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 two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appur-

tenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and 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 happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1973.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Bradford F. Miller	Majestic Bldg., Rm. 519, San Antonio, Texas
H.J. Fentress	5629 Parkcrest Dr., San Antonio, Texas
T.L. Fentress	732 Windrock Dr., San Antonio, Texas
Mary Ellen Fentress	732 Windrock Dr., San Antonio, Texas
Elizabeth A. Fentress	5629 Parkcrest Dr., San Antonio, Texas
L.S. Taylor	423 Rio Seco, San Antonio, Texas
L.J. Power	Rt. 13, Box 748-A, San Antonio, Texas
D.R. Frazor	526 Waxwing Dr., San Antonio, Texas
O.F. Westendarp	217 Driftwind Dr., San Antonio, Texas

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three (3) years to replace the outgoing directors.

ARTICLE VIII

DISSOLUTION

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 members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be used for purposes 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 similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members.

ARTICLE XIII

NOTICE AND QUORUM

For those actions which, by the provisions of preceding Articles, require a vote of the members, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds

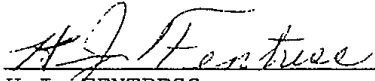
(2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.


ARTICLE XIV

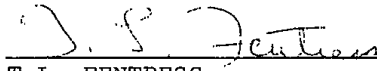
The names and addresses of the incorporators are:

H.J. Fentress	5629 Parkcrest Dr., San Antonio, Texas
Elizabeth A. Fentress	5629 Parkcrest Dr., San Antonio, Texas
T.L. Fentress	732 Windrock Dr., San Antonio, Texas

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25th day of March, 1971.


H.J. FENTRESS


ELIZABETH A. FENTRESS


T.L. FENTRESS

STATE OF TEXAS X
 X
COUNTY OF BEXAR X

I, the undersigned Notary Public, do hereby certify that on this 25th day of March, 1971, personally appeared before me H.J. FENTRESS, ELIZABETH A. FENTRESS and T.L. FENTRESS, who after being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.


Notary Public, Bexar County, Texas

My commission expires: June 1, 1971