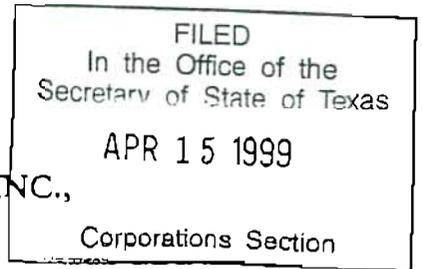


ARTICLES OF INCORPORATION  
OF  
PLUM CREEK HOMEOWNERS ASSOCIATION, INC.,  
A Texas Non-Profit Corporation



I, the undersigned natural person of the age of eighteen (18) years or more, 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 ONE

Name

The name of the corporation is PLUM CREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE TWO

Non-Profit Organization

The Association is a non-profit corporation.

ARTICLE THREE

Duration

The period of its duration is perpetual.

ARTICLE FOUR

Purposes and Powers

The purpose or purposes for which said corporation is organized are to acquire, manage, provide, construct, equip, furnish, maintain, own and operate private recreational facilities, other common properties and certain Planting Strips, as provided in the Declaration, for the benefit and betterment of the residents and property owners in the Plum Creek Subdivision, being Plum Creek, Phase 1, Section 1-A, a subdivision in the City of Kyle, Hays County, Texas according to the map or plat thereof recorded in Cabinet 8, Slides 287-289, Plat Records, Hays County, Texas and all additional properties, which are or become subject to the Plum Creek Master Declaration of Covenants, Conditions, and Restrictions recorded in Volume 1516, Page(s) 342-387, Official Public Records of Hays County, Texas ("Declaration"); 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 perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the above-referenced subdivisions recorded or to be recorded in the Office of the County Clerk of Hays County, Texas, and as same may be supplemented or amended from time to time as therein provided;
- 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 the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association and to make disbursements, expenditures and payments on behalf of the Association's members as required by the Declaration and the By-Laws of the Association; and to hold as agent for said Association members' reserves for periodic repairs and capital improvements to be made as directed by the Association's Board of Directors;
- c. acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations set forth in the Declaration;
- d. borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as secured for money borrowed or debts incurred subject to the limitations set forth in the Declaration;
- e. dedicate, sell or transfer all or any part of the common properties owned by the Association 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. contract with the City of Kyle, Hays County or other appropriate governmental authority regarding the construction, maintenance, repair and replacement of landscape and irrigation improvements for any public right-of-way within or abutting the above-described subdivision including the Planting Strips along Witte and other Planting Strips deemed appropriate by the Board of Directors;
- g. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area as provided by the Bylaws and the Declaration;

- h. annex additional real property as provided in the Declaration, as the same may be amended from time to time as therein provided.
- i. contract with Declarant and other persons on such terms and provisions as the Board of the Association shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.

2. The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in this Article Four; and no part of its property, whether income or principal, shall ever inure to the benefit of any director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one or more of its stated purposes. The Association shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

#### ARTICLE FIVE Membership

Every record owner, whether one or more persons or entities, of title to any developed or undeveloped lot or lots subject, by covenants of record, to assessment by the Association, including contract sellers, developers and builders, shall be a voting 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 appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Any mortgagee or lienholder who acquires title to any lot which is a part of the above-described property, to the extent that the lot or lots are subject to the provisions of the Declaration, through judicial or non-judicial foreclosure, shall be a member of the Association.

#### ARTICLE SIX Voting Rights

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

Class A: Class A Member(s) shall be all record owners of a lot or lots, with the exception of Plum Creek Development Partners, Ltd., a Texas Limited Partnership, (the "Declarant"), and each such Class A Member shall be entitled to one (1) vote.

If more than one (1) person or entity holds an interest in any lot, such voting shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: The Class B Member(s) shall be the Declarant, Plum Creek Development Partners, Ltd., a Texas Limited Partnership, and its successors and assigns, and shall be entitled to three (3) votes for each lot owned, provided that the Class B membership shall cease and be converted to Class A membership upon the occurrence of any one of the following events:

- (a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (subject to reversion back to Class B membership upon the annexation of additional property as provided in the Declaration); or
- (b) the expiration of thirty (30) years from the filing of the Declaration in the Real Property Records of Hays County, Texas.

#### ARTICLE SEVEN Registered Agent

The street address of the initial registered office of the Association is c/o Benchmark Land Development, 816 Congress Avenue, Suite 1265, Travis County, Austin, Texas 78701 and the name of its initial registered agent at such address is David C. Mahn.

#### ARTICLE EIGHT Dissolution

The Association may be dissolved with the written consent of 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 of the Association shall be dedicated to a public body, or conveyed to a nonprofit association with similar purposes.

#### ARTICLE NINE Board of Directors

The number of directors constituting the initial Board of Directors is three (3). The directors need not be members of the Association. The names and addresses of the persons who are to serve as the initial directors are as follows:

<u>Name</u>	<u>Address</u>
David C. Mahn	816 Congress Avenue, Suite 1265 Austin, Texas 78701
Steve Tucker	816 Congress Avenue, Suite 1265 Austin, Texas 78701
Terry E. Mitchell	4515 Seton Center Parkway, Suite 200 Austin, Texas 78759

ARTICLE TEN  
Incorporator

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
David C. Mahn	816 Congress Avenue, Suite 1265 Austin, Texas 78701

ARTICLE ELEVEN  
Amendment

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the Association.

ARTICLE TWELVE  
FHA/VA Approval

So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, mergers, consolidations, mortgaging or sale of substantially all of the common properties of the Association, dissolution and amendment of these Articles.

ARTICLE THIRTEEN  
Limitation of Liability

No director of the Association shall be personally liable to the Association or its members for monetary damages for an 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)

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 Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act as so amended from time to time.

IN WITNESS WHEREOF I hereunto set my hand this 30<sup>th</sup> day of March, 1999.

By:   
David C. Mahn, Incorporator