Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Assistant Secretary of State

Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

HIGH POINT RANCH PROPERTY OWNERS
Filing Number: 800027011

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been 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 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: 11/07/2001

Effective: 11/07/2001

Geoffrey S. Connor
Assistant Secretary of State

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FILED
In the Office of the
Secretary of State of Texas

NOV 07 2001

Corporations Section

ARTICLES OF INCORPORATION
OF
HIGH POINT RANCH PROPERTY OWNERS ASSOCIATION

I, the undersigned natural person of the age of 18 years or more, a citizen of the State of Texas, 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.

NAME

The name of the corporation is HIGH POINT RANCH PROPERTY OWNERS hereinafter referred to as "Association".

ARTICLE II.

NON-PROFIT CORPORATION

The Association is a non-profit corporation. Upon dissolution, all of the Association's assets shall be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes that are exempt under the Texas franchise tax.

ARTICLE III.

DURATION

The period of its duration is perpetual, and the Association shall continue until dissolved as provided by law.

ARTICLE IV.

PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to provide for maintenance, preservation and architectural control of the resident's lots and common area within that certain tract of property described in the Plat ("Plat") of HIGH POINT RANCH, a subdivision in Rockwall County, Texas, as per map or plat thereof recorded

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under Rockwall County Clerk's File No. 242655, Cabinet E, Slide 99 of Rockwall County, Texas (the "Subdivision") and to promote the health, safety and welfare of the residents within the above-described Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose, and specifically:

(a) To promote the health, safety, and welfare of the lot owners of the Subdivision;

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Developer or Grantor as set forth in the Declaration of Covenants, Conditions and Restrictions for High Point Ranch Subdivision (the "Declaration") as recorded under Clerk's File No. 0242656 in the Real Property Records of Rockwall County, Texas, as same may be amended from time to time as therein provided, which will be assigned to the Association by said Developer pursuant to said Declaration, and as may be set forth in any Amendments thereto which may be filed from time to time pursuant to and in accordance with the authority and provisions of the Declaration for High Point Ranch Subdivision;

(c) To 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;

(d) To 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;

(e) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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(f) To dedicate, sell, transfer or convey 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;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property or common area as provided for in the Declaration, provided that any such merger, consolidation or annexation shall have the prior consent of two-thirds (2/3) of each class of Members;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise, but which are consistent with this non-profit corporation claiming and continuing to claim as an exemption from federal income and state franchise taxes.

ARTICLE V.

MEMBERSHIP

Every owner of a lot located in High Point Ranch Subdivision, or in other additional property brought within the scheme of the Declaration for any section of High Point Ranch Subdivision pursuant to the provisions and authority of said Restrictions, which is subject to a maintenance charge assessment by the Developer, or assigns, including contract purchasers, 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 appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

6.1 Voting. Voting shall be a one vote per Lot basis. The owner or owners of each lot are entitled to one vote for each lot owned in the Subdivision. If record title to a particular Lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any meeting of the Association but the voting rights

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appurtenant to each such Lot or tract may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such Lot or tract so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said Lot or tract who are not present; provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for said Lot or tract except upon notice of unanimous consent by all such co-owners being given to the Association. In the event more than one vote is cast for a single Lot or tract by an owner, none of the votes so cast shall be counted and all of such votes shall be deemed void.

6.02 Classes of Membership. Notwithstanding paragraph 4.01 to the contrary, the Association shall have two classes of voting membership as follows:

Class A. Class A members shall be all Owners, with the exception of the Developer, 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, however, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, as set forth in paragraph 4.01 above.

Class B. The Class B member shall be the Developer and the Developer 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, 2003.

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ARTICLE VII.

RESTRICTIONS AND REQUIREMENTS

The Association shall not pay dividends or other corporate income to its directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall have no power to take any action prohibited by the Texas Non-Profit Act. The Corporation shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes set forth above.

ARTICLE VIII.

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 19221 South I-45, Suite 320, Conroe, Texas 77385. The name of the initial registered agent at this office is Thomas E. Lipar.

ARTICLE IX.

BOARD OF DIRECTORS

The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors (referred to as the "Board of Directors") shall be provided in the Bylaws. The initial Board of Directors shall consist of three (3) persons. The number of directors may be increased or decreased by adoption or amendment of bylaws. In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:

Name of Director	Street Address
Thomas E. Lipar	19221 South I-45, Suite 320, Conroe, Texas 77385
Rick Gaul	19221 South I-45, Suite 320, Conroe, Texas 77385
Fred "Butch" Alanis	19221 South I-45, Suite 320, Conroe, Texas 77385

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.

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ARTICLE X.

LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Association or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE XI.

INDEMNIFICATION

To the full extent permitted by applicable law, no director of this Association shall be liable to this Association or its members for monetary damages for an act or omission in such director's capacity as a director of this association, except that this Article Six does not eliminate or limit the liability of a director of this Association for:

1. a breach of such director's duty of loyalty to this Association or its members;
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 such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's office;
4. an act or omission for which the liability of such director is expressly provided for by statute; or
5. an act related to an unlawful stock repurchase or payment of a dividend.

Any repeal or amendment of this Article by the members of this Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director of this Association is not personally liable as set forth in the foregoing provisions of this Article Nine, a director shall not be liable to the full extent permitted by any Amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Corporation Act hereafter enacted that further limits the liability of a director.

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To the full extent permitted by applicable law, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Association and any person who, while a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

ARTICLE XII

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 of the Association shall be dedicated to an appropriate public agency to be used to 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.

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ARTICLE XIII.

BYLAW AMENDMENTS

Subject to such notice requirements as may be set forth in the By-Laws, the Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of this Association, without any action on the part of the members; but the Bylaws made by the Directors and the powers so conferred may be altered or repealed by the members.

ARTICLE XIV.

AMENDMENTS TO ARTICLES

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

ARTICLE XV.

CONSTRUCTION

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE XVII

INCORPORATOR

The name and street address of the incorporator is:

Robert L. Page
2040 Loop 336 West, Suite 212
Conroe, Texas 77304

I execute these Articles of Incorporation on October 31, 2001

INCORPORATOR:

ROBERT L. PAGE

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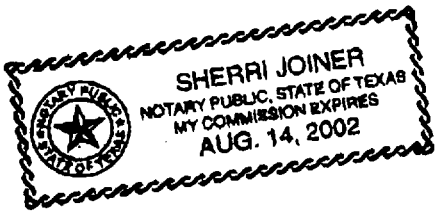
STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I, the undersigned Notary Public, do hereby certify that on this the 31st day of October, 2001, personally appeared before me ROBERT L. PAGE, who being by me first duly sworn declared that he was the person whose name is subscribed to the foregoing document as incorporator, and that the statements contained therein are true.



Notary Public, State of Texas

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