



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

LAKEVIEW HOMEOWNERS' ASSOCIATION, INC.
CHARTER NUMBER 01563240

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE 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 DEC. 23, 1999

EFFECTIVE DEC. 23, 1999



A handwritten signature in cursive script, reading "Elton Bomer".

Elton Bomer, Secretary of State

FILED
In the Office of the
Secretary of State of Texas

DEC 23 1999

Corporations Section

ARTICLES OF INCORPORATION

OF

LAKEVIEW HOMEOWNERS' ASSOCIATION, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for said corporation:

ARTICLE ONE

NAME

The name of the Corporation is LAKEVIEW HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE TWO

NON-PROFIT CORPORATION

The Association is a non-profit corporation.

ARTICLE THREE

DURATION

The period of the Association's duration is perpetual.

ARTICLE FOUR

PURPOSES

The purpose for which the Association is organized is (i) owning, maintaining and administering the common properties and facilities; (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created by Lakeview Ranch, L.P. (hereinafter called the "Declarant") in (a) Lakeview

Ranch Addition, Phase I, City of Denton, Denton County, Texas, as referred to in Article II of the Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I and, more particularly described on the plat of the addition recorded at Cabinet P, Page 363 to 366, Plat Records, Denton County, Texas, which plat is incorporated herein by reference made a part hereof for all purposes, and (b) Lot 7, Block 9, and Lot 42, Block 9, Lakeview Ranch, City of Denton, Denton County, Texas, two additional lots that are to be platted, which plat is incorporated herein by reference and made a part hereof for all purposes; and additional land(s) which may become subject to the Declaration.

All of the areas that are to be dedicated to and/or maintained by the Association are hereinafter collectively called the "Common Properties".

ARTICLE FIVE

POWERS

In order to accomplish its purposes, the Association shall have the authority to take any action that the Association deems to be necessary, appropriate or convenient including, but not limited to, the following powers:

- (1) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association that are set forth in the Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I which will be filed in the Real Property Records of Denton County, Texas, as the Declaration may be amended from time to time (hereinafter called the "Declaration"), which Declaration is incorporated herein for all purposes.
- (2) Care and preservation of the Common Properties and the furnishings and upkeep of any desired personal property for use in the Common Properties, Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 of the Declaration.
- (3) Care and maintenance of the landscaping, screening walls and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

- (4) Maintenance, should the Board so elect, of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.
- (5) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, 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.
- (6) Legal and accounting services.
- (7) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.
- (8) Workers' compensation insurance to the extent necessary to comply with any applicable laws.
- (9) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- (10) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments 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 operation or protection of the Association or for the enforcement of the Declaration.
- (11) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.
- (12) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.
- (13) To borrow funds to pay costs of operation, secured by assignment or pledge of rights

against delinquent Owners, if the Board sees fit.

(14) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(15) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(16) To make reasonable rules and regulations for the operation and use of the Common Properties 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 a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(17) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (12) days after the end of each year, an unaudited annual report.

(18) Pursuant to Article VII of the Declaration, 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 Members in proportionate amounts to cover the deficiency.

(19) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

(20) Have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE SIX

RESTRICTIONS AND REQUIREMENTS

The Association is a non-profit corporation which has been organized and shall be operated solely and exclusively for the purposes that are specified in Article Four. No part of the Association's property or earnings shall ever inure (other than by acquiring, constructing or

providing management, maintenance and care of the Association's property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Member, Director, Officer or employee of the Association. No Member, Director, Officer or employee shall ever receive or be lawfully entitled to receive any profit from the operations of the Association.

The Association shall not pay or distribute any dividends or other income to its Members, Directors or Officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action that is prohibited by the Texas Non-Profit Corporation Act. The Association shall not have the power to engage in any activities that are not in furtherance of the purposes that are specified in Article Four. Nothing herein shall prevent the payment to its Members, Directors and Officers of reasonable compensation for services rendered and the reimbursement to its Members, Directors and Officers of reasonable expenses that are incurred in connection with the Association's affairs.

The Association shall have no power to take any action that would violate the requirements for a tax exemption under Internal Revenue Code Section 528 and the related regulations, rulings and procedures.

ARTICLE SEVEN

MEMBERSHIP

Each person and/or entity who owns a fee or undivided fee interest in a lot which is a part of the Addition, including homebuilders and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation; provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be a Member of the Association. Membership shall be appurtenant to and

shall not be separated from ownership of any lot which is a part of the Addition.

ARTICLE EIGHT

VOTING RIGHTS

The Association shall have the following two (2) classes of voting membership to be designated, respectively, as Class A and Class B:

(A) Class A. The Class A Members shall be all lot owners with the exception of the Declarant (until conversion of the Class B Membership into the Class A Membership as hereinafter provided), and shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. 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 the Declarant which shall be entitled to six (6) votes for each lot that it owns. Class B members shall be Declarant and any bona fide owner which is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Declarant shall be entitled to six (6) votes for each Lot owned by all Class B Members. Class B Members other than the Declarant shall be non-voting Members of the Association. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever first occurs:

- (i) when the total of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (ii) when Declarant no longer owns record title to any of the Lots; or
- (iii) on the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk.

ARTICLE NINE

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial Registered Office of the Association is 15303 Dallas Parkway, Suite 750 in Addison, Dallas County, Texas 75001. The name of the Association's initial Registered Agent at that address is Donald O. Walsh.

ARTICLE TEN

BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board of Directors. The qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors shall be provided in the Bylaws of the Association.

The number of Directors of the Association shall be fixed by the Bylaws of the Association but shall not be less than the number that are required by the Texas Non-Profit Corporation Act. The initial Board of Directors of the Association shall consist of three (3) persons. The names and addresses of the persons who shall serve as the initial Directors of the Association are as follows:

	<u>Name</u>	<u>Address</u>
(1)	Nicholas Raimondo	548 Austin Street Greensburg, Pennsylvania 15601
(2)	Ralph Jordan	279 Echo Valley Road Jeannette, Pennsylvania 15644
(3)	Donald O. Walsh	15303 Dallas Parkway, Suite 750 Addison, Texas 75001

ARTICLE ELEVEN

NO CUMULATIVE VOTING

Members shall not be able to cumulate their votes in the election of Directors.

ARTICLE TWELVE

INCORPORATOR

The name and address of the Incorporator are as follows:

Donald O. Walsh	15303 Dallas Parkway Suite 750 Addison, Texas 75001
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ARTICLE THIRTEEN

LIMITATION ON LIABILITY OF DIRECTORS

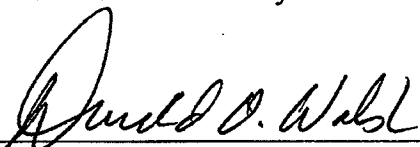
No Director shall be liable to the Association or its Members for monetary damages for an act or omission in the Director's capacity as a Director except to the extent otherwise Provided by a statute of the State of Texas.

ARTICLE FOURTEEN

INDEMNIFICATION

The Association shall indemnify a person who was, is or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a Director, Officer, employee or agent of the Association as provided in the Bylaws of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 22nd day of December, 1999.



DONALD O. WALSH,
INCORPORATOR

FILED
In the Office of the
Secretary of State of Texas

JAN 12 2000

Corporations Section

**ARTICLES OF CORRECTION
TO THE ARTICLES OF INCORPORATION
OF**

LAKEVIEW HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Article 1302-7.01 of the Texas Miscellaneous Corporation Laws Act, LAKEVIEW HOMEOWNERS' ASSOCIATION, INC. (the "Corporation") hereby files the following Articles of Correction to the Articles of Incorporation.

ARTICLE I

The name of the Corporation is LAKEVIEW HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The document to be corrected is the Articles of Incorporation of LAKEVIEW HOMEOWNERS' ASSOCIATION, INC., filed December 23, 1999.

ARTICLE III

The error to be corrected is the absence of a word in the entity name which appeared in Article One of the Articles of Incorporation.

ARTICLE IV

Article One is hereby corrected to read as follows:

The name of the Corporation is LAKEVIEW RANCH
HOMEOWNERS' ASSOCIATION, INC.

EXECUTED as of the 29th day of December, 1999.

LAKEVIEW HOMEOWNERS' ASSOCIATION, INC.,
a Texas corporation

By: 
Nicholas Raimondo, President



Office of the Secretary of State

09/24/2002

Glast Phillips & Murray
13355 Noel Rd, Ste 2200 LB 48
Dallas, TX 75240 USA

Batch Number: 1731619

Document Number: 17316190001

Re: Lakeview Ranch Homeowners Association Inc
Change of Registered Agent/ Office

This office has received and reviewed the above referenced document. The review reveals the following objections to the filing of the document. The document and checks submitted in payment of statutory fees are being returned to you for correction and resubmission. If you have any questions about the rejection of this filing, please call the document examiner below.

- The statement of change of registered agent/office must indicate the present registered office address. The current registered office as shown on the records of this office is **13355 Noel Road, Ste 2200, Dallas, Tx 75240**. (Please see item 2 of the change form.)

- The statutory filing fee was not submitted. The document may be filed when it is returned with a fee of \$5.00.

Sincerely,

Corporations Section
Statutory Filings Division

User ID: Debbie Gustafson

**STATEMENT OF CHANGE OF REGISTERED
OFFICE OR REGISTERED AGENT OR BOTH
BY A CORPORATION,
LIMITED LIABILITY COMPANY OR LIMITED PARTNERSHIP**

1. The name of the limited liability company is **LAKEVIEW RANCH HOMEOWNERS' ASSOCIATION, INC.**

The entity's charter/certificate of authority/file number is 01563240.-01

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas before filing this statement is 15303 Dallas Parkway, Suite 750, Addison, Texas 75001.

3. The address, including street and number, to which its registered office is to be changed is 2200 One Galleria Tower, 13355 Noel Road, Dallas, Texas 75240-6657.

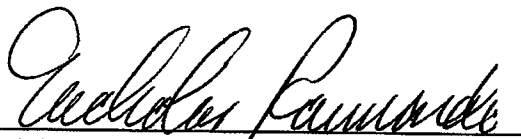
4. The name of its present registered agent, as shown in the records of the Secretary of the State of Texas, before filing this statement is **Donald O. Walsh**.

5. The registered agent will not change.

6. The address of its registered office and the address of the business office of its registered agent, will continue to be identical, as required by law.

7. The changes shown above were authorized by:

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



Nicholas Raimondo, President