

ARTICLES OF INCORPORATION
OF
CHAPEL HILL ADDITION
HOMEOWNERS' ASSOCIATION, INC.

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 CHAPEL HILL ADDITION HOMEOWNERS' ASSOCIATION, INC.

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 AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its Members and, in any event, no part of any net earnings of the Association shall inure to the benefits of any Member. The specific purposes for which the Association is formed are to provide pleasure, recreation and other non-profit services or activities for its Members, including, without limitation, the following:

- (a) in the sole and absolute discretion of the Board of Directors of the Association, to aid in the enforcement of the covenants and restrictions set forth in the Covenants and Restrictions;
- (b) to provide a collective voice in matters of personal or public concern as they relate to conditions in the Community;
- (c) to be an active and supporting organization of the Community by seeking adherence to city and county ordinances and codes and having

a representative voice in the Community on matters regarding the Community as a whole;

- (d) to keep Chapel Hill Addition a community in which its Members are proud to live by preserving the quality and integrity of the neighborhood through adherence to the Covenants and Restrictions as well as promoting beautification of the Community;
- (e) to improve neighborhood relations through social activities;
- (f) to provide a healthful and dynamic environment for the youth of the Community;
- (g) to otherwise promote the health, safety and welfare of the residents of the Community and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and
- (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.

The Association shall not have the power, and it shall not be the Association's purpose, to borrow money.

ARTICLE FIVE

MEMBERSHIP

Every Owner shall have the right to become a Member of the Association and thereupon shall be entitled to all rights of the Members as provided in the Bylaws, subject, however, to the terms and provisions of the Bylaws.

ARTICLE SIX

VOTING RIGHTS

Each member in good standing as provided in the Bylaws of the Association shall be entitled to one (1) vote for each lot in which he or she holds the interest required for membership. When more than one person holds such interest in any Lot, all such persons may be Members, and the vote for such Lot 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.

ARTICLE SEVEN

REGISTERED OFFICE AND AGENT

The address of the registered office of the Association is 309 N. Ellerson Rd., DeSoto, Texas 75115 and the name of its registered agent at such address is BRUCE L. DEAN.

ARTICLE EIGHT

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not more than fifteen (15) nor less than three (3) Members, the exact number to be specified from time to time in accordance with the Bylaws. The current Board of Directors shall consist of five (5) Members who are to serve in the capacity of directors until the election or appointment of their successors. The names and addresses of the persons who are to serve as initial directors until the first regular meeting of Members, or until their successors shall be elected and qualified, are as follows:

Name

Address

ARTICLE NINE

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, any assets 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, Such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes and which is qualified as an exempt organization under the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law.

ARTICLE TEN

AMENDMENTS

Amendment of these Articles of Incorporation shall require the consent of the Members entitled to cast two-thirds (2/3) of the votes of the Association; provided, that no amendment shall be made which would cause these Articles of

Incorporation to be in conflict with the terms or provisions of the Covenants and Restrictions or which would change the status and purpose of the Association as a non-profit corporation.

ARTICLE ELEVEN

INDEMNIFICATION OF DIRECTORS AND OTHERS

The members of the Board of Directors and officers of the Association shall not be personally liable to the Association, Members, Owners or others for any mistake of judgment of for any acts or omissions made in good faith acting as such Board members or officers individually or collectively. Each member of the Board of Directors and each officer shall be indemnified by the Association to the full extent permitted by the provisions of the Texas Non-Profit Corporation Act against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, or any settlement thereof, by reason of his or her being or having been a member of the Board of Directors or an officer of the Association, whether or not he or she is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is judged guilty of willful or intentional misconduct in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE TWELVE

DEFINITIONS

The following words, when used in these Articles of Incorporation, shall have the following meanings:

- (a) **Association** shall mean and refer to the corporation incorporated hereunder.
- (b) **Bylaws** shall mean and refer to the Bylaws of the Association, as the same may be amended from time to time, as adopted by the Board of Directors of the Association and ratified by Members entitled to cast two-thirds (2/3) of the votes of the Association.
- (c) **Community** shall mean and refer to Lot 1 Block 1, Lots 8 through 15 of Block 4, Lots 1 through 13 of Block 5, Lots 1 through 27 of Block 6, Lots 10 through 42 of Block 7, Lots 11 through 36 of Block 8, Lots 26 through 39 of Block 9, and Lots 1 through 27 of Block 10, of Chapel Hill Phase One, an Addition to the City of DeSoto, Texas, according to the plat thereof recorded in Volume 86173, Page 4160 of the Map

Records of Dallas County, Texas.

- (d) **Covenants and Restrictions** shall mean and refer to that certain document entitled (I) "Declaration Of Covenants, Conditions And Restrictions For The Lots In Chapel Hill Phase One," dated January 20, 1986, as recorded in Volume 87103, page 2218 of the Deed Records of Dallas County, Texas, (II) that certain document entitled "Amendment Number One To Declaration Of Covenants, Conditions And Restrictions For Lots In Chapel Hill Phase One," dated August 7, 1987 in Volume 87157, page 1666 of the Deed Records of Dallas County, Texas, as the same may be amended or supplemented from time to time as provided therein.
- (e) **Lot** shall mean and refer to a platted lot within that certain tract of real property described in Article Twelve subparagraph (c) hereof upon which a single-family residence has been constructed.
- (f) **Member** shall mean and refer to an Owner of a Lot who resides in the single-family residence constructed on such Lot and who has satisfied the requirements for membership in the Association as specified in the Bylaws, and shall also mean and refer to the spouse and all children under twenty-one years of age of such Owner who also reside in such residence.
- (g) **Owner** shall mean and refer to the record owner (from time to time) of the fee simple interest in a Lot and the single family residence that has been constructed thereon.

ARTICLE THIRTEEN

INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Bruce L. Dean	309 N. Ellerson Rd. DeSoto, Tx. 75115

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this ____ day of September, 1994, and have instructed that the same be delivered to and filed with the Secretary of State of the State of Texas.

Bruce L. Dean _____, Incorporator

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