

ARTICLES OF INCORPORATION  
OF  
BARKER LAKE HOMEOWNERS ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
MAY 07 2002  
Corporations Section

The undersigned natural person of the age of 18 years or more, acting as a sole incorporator of a corporation (the "Corporation") under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for the Corporation:

ARTICLE I

NAME

The name of the Corporation is Barker Lake Homeowners Association, Inc.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is one which does not contemplate pecuniary gain or profit to its members, and it is organized solely for non-profit purposes.

ARTICLE III

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

569-20-1185

1. The Corporation is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "Code"). The primary purposes for which the Corporation is formed are as follows:

- a. To own, govern, operate and maintain the Common Areas (as defined in the Declaration) located in Barker Lake, a development consisting primarily of single family residential lots in the city of Houston, Harris County, Texas ("Barker Lake");
- b. To provide architectural control and compliance with the covenants and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Barker Lake executed on the 2nd day of May, 2002, by TBJ Properties, Inc., as Declarant, and duly recorded on May 3, 2002, under Clerk's File Number V775027 in the Real Property Records of Harris County, Texas, as such Declaration may be supplemented or amended from time to time (the "Declaration");
- c. To operate and maintain, with or without an ownership interest, such other lands and facilities as may be necessary or appropriate to the enhancement of Barker Lake; and
- d. To otherwise promote the common good, health, safety and general welfare of the residents within the property covered by the Declaration (the "Property").

2. Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers of the Corporation are as follows:

a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, the Declaration being incorporated herein by reference for all purposes;

b. To enforce applicable provisions of the Declaration, the Bylaws of Barker Lake Homeowners Association, Inc. (the "Bylaws"), any rules and regulations of the Corporation and any other instrument for the management and control of the Property;

c. To fix, levy and collect, by any lawful means, all fees and assessments pursuant to the terms of the Declaration;

d. To contract for and pay all expenses in connection with the maintenance, landscaping, utilities, materials, supplies and services relating to the Common Areas and facilities thereon or any other lands or facilities maintained and operated by the Corporation; to employ personnel reasonably necessary for administration and control of the Property, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

e. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

f. To borrow money and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in connection with the affairs of the Corporation; and

g. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation or that are inconsistent with its qualification as a homeowners association under Section 528 of the Code.

#### ARTICLE V

#### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 12 East Greenway Plaza, Suite 701, Houston, Texas 77046; and the name of its initial registered agent at such address is Joe L. Thomas.

#### ARTICLE VI

#### INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of three members; thereafter, the number of directors of the Corporation shall be fixed in accordance with the Bylaws adopted by the Corporation. The names and addresses of the persons who shall serve as directors until the first annual meeting of members or until their successors shall have been elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joe L. Thomas	12 East Greenway Plaza, Suite 701 Houston, Texas 77046
Charlene D. Lorino	12 East Greenway Plaza, Suite 701 Houston, Texas 77046
Laskey Baker	7 Bridge Crest Court Houston, Texas 77082

#### ARTICLE VII

#### **INCORPORATOR**

The name and street address of the incorporator of the Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
John S. Moody, Jr.	1200 Smith Street, Suite 3600 Houston, Texas 77002

#### ARTICLE VIII

#### **MEMBERSHIP**

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due members of the Corporation shall be as set out in the Bylaws.

ARTICLE IX

**NO PRIVATE INUREMENT**

No part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation, or any private individual; provided however, that reasonable compensation may be paid for services rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

ARTICLE X

**ACTION BY WRITTEN CONSENT**

Any action required or permitted to be taken at any meeting of members, directors or committee members of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of members, directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Prompt notice of the taking of any action by members, directors or a committee without a meeting by less than unanimous written consent shall be given to those members, directors or committee members who did not consent in writing to the action.

ARTICLE XI

**DISSOLUTION**

In the event the Corporation is dissolved, the members shall, after all liabilities and obligations of the Corporation are paid or provision is made therefor, adopt a plan for the

distribution of the remaining assets of the Corporation in such manner as will carry out the purposes of the Corporation as a homeowners association within the meaning of Section 528 of the Code. The foregoing provision is intended to govern the distribution of the assets of the Corporation in the event of its dissolution in lieu of Article 1396-6.02.A(3) of the Act.

## ARTICLE XII

### INDEMNIFICATION

The Corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the

claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such person. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a security interest or lien on the assets of the Corporation, or a letter of credit, guaranty or surety arrangement) on

behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the Corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Corporation may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Corporation to income or excise tax under the Code.

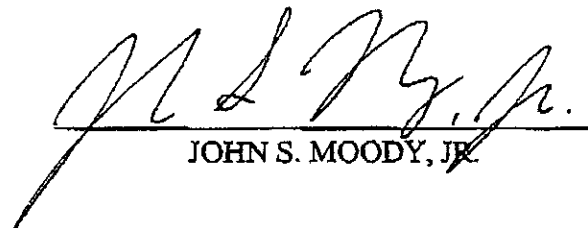
### ARTICLE XIII

#### LIMITATION OF DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any act or omission in such director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to

or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of the Articles of Incorporation or Bylaws of the Corporation, contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director shall be eliminated to the full extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Act hereafter enacted that further eliminates or permits the elimination of the liability of a director.

IN WITNESS WHEREOF, I have executed these Articles of Incorporation on the 7<sup>th</sup> day of May, 2002.

  
\_\_\_\_\_  
JOHN S. MOODY, JR.

**MANAGEMENT CERTIFICATE**

(In Compliance with Section 209.004 of Title 11 of the Texas Property Code)

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

Y714314  
08/24/05 100900088

\$14.00

**BEFORE ME**, the undersigned authority, on this day personally appeared **Terrie Brown**, who, being by me duly sworn according to the law, stated the following under oath:

"My name is **Terrie Brown**. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct. I am the **Association Manager** of **Barker Lake**, a Texas Non-Profit Corporation (the "Association").

1. The name of the Subdivision is **Barker Lake**.
2. The name of the Association is **Barker Lake Homeowners Association**.
3. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision is as follows:  
 Section One (1) - **V599497**;  
 Section Two (2) - **Y189582**;
4. The recording data for the Articles for each Section of the Subdivision is as follows:  
**W737783**
5. The recording data for the Bylaws for each Section of the Subdivision is as follows:  
**W737783**
6. The recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:  
 Section One (1) - **V775027**;  
 Section Two Annex (2) - **Y267140**;
7. The recording data for the Architectural Control Guidelines for each Section of the Subdivision is as follows:
8. Pertinent data regarding the Association and/or its manager is as follows:  
 a) The Association's office is located at 7170 Cherry Park Drive, Houston, Texas 77095.  
 b) The name and address of the Association's managing agent is  
 SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095.  
 Telephone: (281) 463-1777 - Fax: (281) 463-0050 - E-mail: info@scsmgmt.com"

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SIGNED on this the 29 day of July, 2005.

*Terrie Brown*

**Terrie Brown**  
Association Manager

FILED FOR RECORD  
8:00 AM

**VERIFICATION**

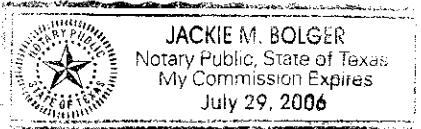
AUG 24 2005

*Dorothy L. Kaufman*  
County Clerk, Harris County, Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Terrie Brown**, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

**SUBSCRIBED AND SWORN TO BEFORE ME**, a Notary Public, on this the 29 day of July, 2005.



*Jackie M. Bolger*  
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

After recording, return to: SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, TX 77095

X

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 24 2005



*Beverly L. Kayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS