



The State of Texas
Secretary of State

EIN# 74-2037524

CERTIFICATE OF INCORPORATION

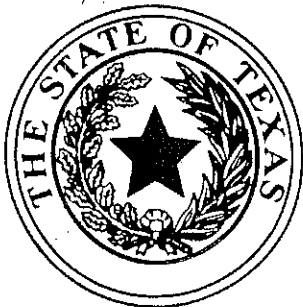
OF

LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION
CHARTER NUMBER 418551

THE UNDERSIGNED, AS ASSISTANT SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION
FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED
IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH ASSISTANT SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A DUPLICATE ORIGINAL
OF THE ARTICLES OF INCORPORATION.

DATED OCT. 28, 1977



John S. Pettit
Mark White
Secretary of State

PJB

OCT 28 1977

ARTICLES OF INCORPORATION

OF

LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION

Mark L. Oak
Director, Corporation Division

We, the undersigned natural persons of the age of twenty-one years (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

Article I.

The name of the corporation is LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION.

Article II.

The corporation is a non-profit corporation.

Article III.

The period of its duration is perpetual.

Article IV.

The purposes for which the said corporation is organized are civic and social, for the benefit and betterment of the residents and property owners of LEXINGTON WOODS NORTH, a residential subdivision in Harris County, Texas, as per the map thereof recorded or to be recorded, in the Office of the County Clerk of Harris County, Texas, to provide for maintenance and preservation of the properties subject to the covenants, conditions and restriction applicable to LEXINGTON WOODS NORTH, 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 the Association, all of such activities to be undertaken and performed without profit, and for such purposes to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded, or to be recorded, in the Office of the County Clerk

of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(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 and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the property of the Association;

(c) 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, but not for profit;

(d) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

The corporation shall be operated exclusively for such purposes and no part of its net earnings shall inure to the benefit of any individual or other entity, no substantial part of its activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Article V.

The Corporation is a non-profit corporation, without capital stock, organized for the purposes above set out and other non-profit purposes solely, and no Trustee, Officer, or employee of the

corporation, nor any individual having a personal or private interest in the activities of the corporation, shall every be lawfully entitled to receive any profit from the operations of the corporation. The corporation 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 VI.

The street address of the initial registered office of the corporation is c/o DUNN-ROGERS COMPANY, 5100 Westheimer, Suite 170, Houston, Texas 77027, and the name of its initial registered agent at such address is J. DICKSON ROGERS.

Article VII.

TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act until election of their successors are:

J. DICKSON ROGERS	%	Dunn-Rogers Company 5100 Westheimer, Suite 170 Houston, Texas 77027
JOHN S. DUNN, JR.	%	Dunn-Rogers Company 5100 Westheimer, Suite 170 Houston, Texas 77027
J. P. BRYAN	%	Dunn-Rogers Company 5100 Westheimer, Suite 170 Houston, Texas 77027
SAM AMSPOKER	%	Dunn-Rogers Company 5100 Westheimer, Suite 170 Houston, Texas 77027
RODNEY BROESCHE	%	Dunn-Rogers Company 5100 Westheimer, Suite 170 Houston, Texas 77027

At the first annual meeting beginning in 1978 the members shall elect one trustee for a term of one year, two trustees for a term of two years, and two trustees for a term of three years; and at each annual meeting thereafter the members shall elect that number of trustees equal to the number of trustees whose terms expire at such time.

Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

The trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

Article VIII.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject to a maintenance charge assessment by the Association, including contract sellers, such persons or entities being hereinafter referred to as an "Owner", 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. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

Article IX.

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII with the exception of the Declarant in said Declaration. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event

shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be WOODLEX, INC., the Declarant as defined in the Declaration. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that 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, 1987.

Article X.

Anything to the contrary herein notwithstanding, the corporation shall not:

- (1) Lend any part of the corporation's assets to;
- (2) Pay any compensation (other than that as set forth in Article VII) to;
- (3) Make any services, benefits or facilities of the corporation available on a preferential basis to;
- (4) Purchase any securities or other property for other than adequate consideration in money or money's worth from;
- (5) Sell any securities or other property for other than adequate consideration in money or money's worth to; or
- (6) Engage in any other transaction which diverts any part of the corporation's assets to

any person, association, or corporation who has contributed property or money to the corporation; nor shall the trustees engage, participate or intervene in any activity or transaction which would cause the corporation to lose its status as an exempt organization under the provisions of the Internal Revenue Code; and the use, directly or ~~indirectly, of any part of the corporation's funds or other assets~~ in any such activity or transaction is hereby expressly prohibited.

Article XI.

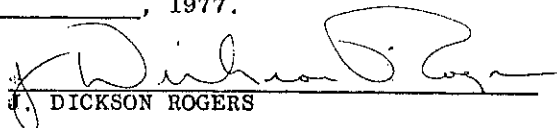
Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes

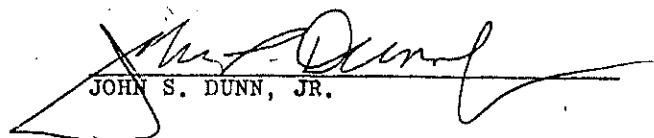
similar to those for which this Association was created or shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

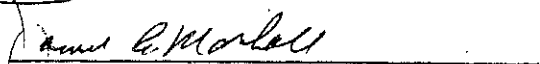
Dissolution of the Association must be approved in writing and signed by not less than two-thirds (2/3rds) of each class of members. So long as there is a Class B membership, dissolution and/or amendment of these Articles must have the prior approval of the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, we have hereunto set our hands this

5th day of October, 1977.


J. DICKSON ROGERS


JOHN S. DUNN, JR.



JAMES A. MARSHALL
1010 River Oaks Bank & Trust Tower
Houston, Texas 77019


THE STATE OF TEXAS :

COUNTY OF HARRIS :

I, Anne Hendrex, a Notary Public, do hereby certify that on this the 5th day of October, 1977, personally appeared before me J. DICKSON ROGERS, JOHN S. DUNN, JR. and JAMES A. MARSHALL, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of officer the day and year above written.


Notary Public in and for Harris
County, Texas


ANNE HENDREX

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of LEXINGTON WOODS NORTH COMMUNITY ASSOCIATION, a Texas non-profit corporation, and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by unanimous written consent of the Board of Trustees thereof on the 9th day of November, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9th day of November, 1977.

Francis Lee Higgins
Secretary

