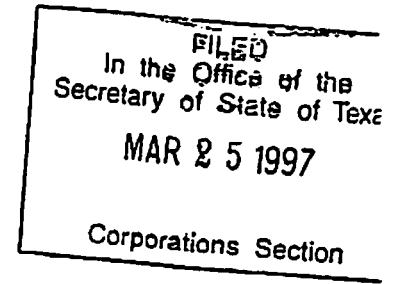


ARTICLES OF INCORPORATION
OF
FOREST OAKS OWNERS ASSOCIATION, INC.



The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of the corporation is: Forest Oaks Owners Association, Inc. (hereinafter called the "Association").

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III
DURATION

The Association shall exist perpetually.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges of a Texas non-profit corporation, including but not limited to, performing all of the duties and obligations of the Association as set forth in that certain "Declaration of Covenants, Conditions and Restrictions - Forest Oaks" which is recorded in Volume 2668, Page 530, Real Property Records of Williamson County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to assure the upkeep, maintenance, improvement and administration of the common area and facilities that may be acquired or placed under the control of the Association, including all related lands, improvements, security devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the "Property" (as such term is defined in the Declaration);

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration;

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Property in accordance with the bylaws of the Association and the Declaration;

(d) to promote the health, safety and welfare of the occupants of the Property in accordance with the Declaration;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration;

(f) to enforce applicable provisions of the Declaration and any rules and regulations of the Association promulgated from time to time in accordance with the Declaration, including, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declaration;

(ii) to contract for and to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association's property;

(iii) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Declaration, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the property over which the Association has authority to exercise control; and

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act and the Declaration, including, without limitation, the power;

(i) to acquire additional real or personal property and to add to the Property pursuant to the Declaration;

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

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the Bylaws of the Association;

(iv) to borrow money, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration; and

(v) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers. The Association is organized in accordance with and shall operate for nonprofit purposes pursuant to the Texas Non-Profit Corporation Act and no pecuniary gain or profit to its members is contemplated hereby.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 2000 E. Lamar, Suite 150, Arlington, Texas 76006. The name of its initial registered agent at such address is Ronald W. Black.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by Section 5.02 of the Declaration.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in Section 5.03 of the Declaration.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Robert D. Burton	2600 One American Center 600 Congress Avenue Austin, Texas 78701

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Nonprofit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas R. Martin	2000 E. Lamar, Suite 150 Arlington, Texas 76006
Ronald W. Black	2000 E. Lamar, Suite 150 Arlington, Texas 76006
Carla B. Fulton	2000 E. Lamar, Suite 150 Arlington, Texas 76006

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII DISSOLUTION

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 substantially 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 substantially similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, 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 the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

**ARTICLE XIV
AMENDMENT**

These Articles of Incorporation may be amended by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a sixty-six percent (66%) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control; and in the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 25th day of March, 1997.



ROBERT D. BURTON, Incorporator