
CERTIFICATE OF ARTICLES OF INCORPORATION

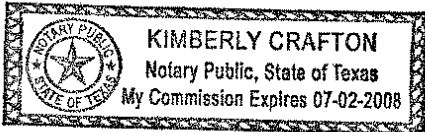
This Certificate of Articles of Incorporation certifies that the attached Articles of Incorporation for Emory Place Phase III Homeowners Association, a Texas nonprofit corporation, have been properly filed with the Secretary of State of Texas. A true and correct copy of the Articles of Incorporation are attached hereto as Exhibit A.




GRANT A. BANNEN
Incorporator

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 31st day of July, 2007, by GRANT A. BANNEN, Incorporator of EMORY PLACE PHASE III HOMEOWNERS ASSOCIATION, on behalf of the nonprofit corporation.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Grant A. Bannen
LAW, SNAKARD & GAMBILL
1600 W. Seventh Street, Suite 500
Fort Worth, TX 76102

6447.00070/578587.1

FILED
TARRANT COUNTY TEXAS
2007 JUL 31 P 3:33
SUZANNE MCADDERSON
COUNTY CLERK
BY _____

MAY 17 2007

**ARTICLES OF INCORPORATION
OF
EMORY PLACE PHASE III HOMEOWNERS ASSOCIATION**
A Texas Nonprofit Corporation

Corporations Section

I, the undersigned natural person over the age of eighteen years, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for the corporation:

ARTICLE 1. PROPERTY. These Articles of Incorporation pertain to Emory Place Phase III, an addition to the City of Fort Worth, Tarrant County, Texas. The plat of Phase III was recorded on April 13, 2007 in Cabinet A, Slide 11848, Real Property/Plat Records, Tarrant County, Texas. The Declaration of Covenants, Conditions and Restrictions for Emory Place Phase III was recorded on May 1, 2007 as Clerk's Instrument #D207149832 in the Real Property Records for Tarrant County, Texas

ARTICLE 2. DECLARATION. The Property is the property which is or will be subject to the Declaration of Covenants, Conditions & Restrictions for Emory Place Phase III, recorded or to be recorded in the Real Property Records of Tarrant County, Texas, as amended from time to time (the "declaration").

ARTICLE 3. ASSOCIATION. The corporation is the "Association," a mandatory property owners association, created by and defined in the declaration.

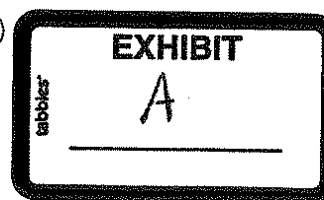
ARTICLE 4. NAME. The name of the Association is Emory Place Phase III Homeowners Association.

ARTICLE 5. NONPROFIT. The Association is a nonprofit corporation, organized pursuant to the Texas Non-Profit Corporation Act.

ARTICLE 6. DURATION. The duration of the Association is perpetual.

ARTICLE 7. PURPOSES. The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association in accordance with the declaration, the bylaws of the Association, and State law, as each may be amended from time to time.

ARTICLE 8. POWERS. In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by these articles, the declaration, the bylaws, or State law, may be exercised by the board of directors: (1) all rights and powers conferred on nonprofit corporations by State law in effect from time to time; (2) all rights and powers conferred on property owners associations by State law, in effect from time to time; (3) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these articles, the bylaws, the declaration, or State law.



ARTICLE 9. MEMBERSHIP. The Association is a nonstock membership corporation. The declaration and bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 10. MANAGEMENT BY BOARD. The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the declaration and bylaws. The bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents.

ARTICLE 11. LIMITATIONS ON LIABILITY. a. Except as provided in Paragraph b below, an officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as an officer or director, except to the extent a person is found liable for (1) a breach of the officer or director's duty of loyalty to the Association or its members; (2) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association; (3) an act or omission that involves intentional misconduct or a knowing violation of the law; (4) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (5) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute. The liability of officers and directors of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect to any matter occurring, or any cause of action, suit, or claim that, but for this Article, would accrue or arise, prior to such amendment or repeal. If the Texas Business Organizations Code is amended to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the Texas Business Organizations Code governing nonprofit corporations, as so amended from time to time.

b. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of a member arising out of a contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements, or for liabilities incurred by the Association, will be limited to the same proportion for which he is liable for common expenses as a member of the Association.

c. If the following provisions in this paragraph are satisfied, no contract or transaction between the Association and any of its directors or officers (or any other corporation, partnership, association, or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director or officer at the meeting of the board or committee authorizing such contract or transaction or because

such persons votes are counted for such purpose. The above provision will only apply if (1) the contract or transaction is fair to the Association as of the time it is authorized or ratified by the board of directors, a committee of the board, or the members of the Association; or (2) the material facts as to the relationship or interest of each such director or officer as to the contract or transaction are known or disclosed: (a) to the members of the Association entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested person to be counted for quorum in voting purposes; or (b) to the board of directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

ARTICLE 12. INDEMNIFICATION. Subject to the limitations and requirements of Chapters 8 and 22 of the Texas Business Organizations Code, the Association 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 (a) is or was a director or officer of the Association or (b) while a director or officer of the Association, is or was serving at the request of the Association 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 an association 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 Association 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 Association within 90 days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association 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 Association. Neither the failure of the Association (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 Association (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 Association 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 Association may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Association (or another entity at the request of the Association) 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 Association would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provision of this Article, the Association 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 Association to income or excise tax under the Code.

ARTICLE 13. AMENDMENT OF ARTICLES. These articles may be amended in accordance with the provisions of the Texas Business Organizations Code governing nonprofit corporations, subject to the following:

1. An amendment may not conflict with the declaration or State law.
2. An amendment may not impair or dilute a right granted to a person by the declaration, without that person's written consent.
3. Without member approval, the board of directors may adopt amendments permitted by Texas Business Organization Code Section 22.107.

ARTICLE 14. AMENDMENT OF BYLAWS. The bylaws of the Association may be amended or repealed according to the amendment provision of the bylaws, which may reserve those powers to the members, exclusively.

ARTICLE 15. DISSOLUTION. The Association may be dissolved by written assent signed by not less than two-thirds (2/3) of each class of members. Upon the payment, satisfaction, and discharge of the liabilities and obligations of the Association, the remaining assets of the Association shall be distributed only for the tax exempt purposes to one or more organizations which are exempt under Section 501(c)(4), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(4)) or its successor statute, or exempt under Section 528, Internal Revenue Code of 1986 (26 U.S.C. Section 528) or its successor statute, pursuant to a plan of distribution adopted as provided in the Texas Non-Profit Corporation Act.

ARTICLE 16. ACTION WITHOUT MEETING. Pursuant to Section 22.220 of the Texas Business Organizations Code, as may be amended from time to time, any action required by the Texas Business Organizations Code to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors,

or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

ARTICLE 17. RESTRICTIONS. The Association, as a non-profit corporation, shall be operated solely and exclusively for the purposes specified herein. 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 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 income to its members, directors, or officers or otherwise accrue distributable profits or permit the realization of private gain. Nothing herein shall prevent 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 Section 528, Internal Revenue Code of 1986 (26 U.S.C. Section 528) and the related regulations, rulings, and procedures.

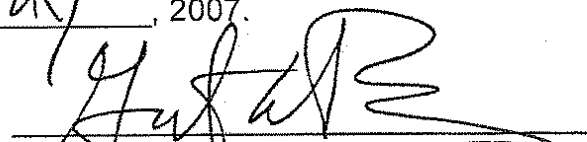
ARTICLE 18. INITIAL BOARD OF DIRECTORS. The initial board consists of three directors who will serve as directors until their successors are elected and qualified, as provided in the bylaws. The name and address of each initial director is as follows:

<i>NAME</i>	<i>ADDRESS</i>
Mearl McBee	1450 N. Jim Wright Freeway Fort Worth, Texas 76108
Lee Herron	1450 N. Jim Wright Freeway Fort Worth, Texas 76108
Kevin Youngblood	9001 Airport Freeway, Suite 400 North Richland Hills, Texas 76180

ARTICLE 19. INITIAL REGISTERED AGENT & OFFICE. The name of the Association's initial registered agent is Mearl McBee. The address of its initial registered agent is 1450 N. Jim Wright Freeway, Fort Worth, Texas 76108.

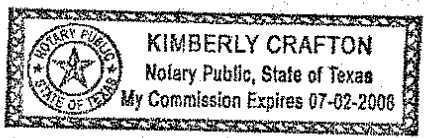
ARTICLE 20. INCORPORATOR. The name of the incorporator is Grant A. Bannen. The incorporator's address is c/o Law, Snakard & Gambill, 1600 W. Seventh Street, Suite 500, Fort Worth, Texas 76102.

SIGNED this 14 day of May, 2007.


GRANT A. BANNEN
Incorporator

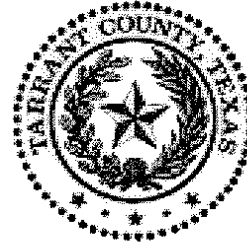
THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 14th day of May, 2007 by GRANT A. BANNEN.



Kimberly Crafton
Notary Public, State of Texas

568325.1



GRANT A BANNEN
LAW SNAKARD & GAMBILL
1600 W SEVENTH ST #500
FT WORTH TX 76102

Submitter: LAW SNAKARD & GAMBILL

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/31/2007 03:31 PM
Instrument #: D207267548
OPR 8 PGS \$40.00

By: _____



D207267548

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