

ARTICLES OF INCORPORATION
OF
EL LAGO COMMITTEE, INC.

FILED
In the Office of the
Secretary of State of Texas

JUL 3 1975

Bill Kimbrough
Corporation Division

We, the undersigned natural persons of the age of twenty 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

NAME

The name of the corporation is EL LAGO COMMITTEE, INC., hereafter called the "Association".

ARTICLE II

TYPE OF CORPORATION

The Association is a non-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain real property described in those certain Restrictions, Covenants and Conditions of El Lago, Section 3, recorded in Volume 4869, Page 232, and of El Lago, Section 4, recorded in Volume 5628, Page 454, both in the Deed Records of Harris County, Texas (herein collectively called "said Restrictions") and such additional properties as may be added thereto from time to time by annexation, merger or otherwise as provided in said Restrictions and in these Articles;

SECT 3 & 4

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Michelle H. H. Harris

County Clerk Harris County, Texas



and in all things to assume, take over, carry on and continue the affairs, property, maintenance fund, obligations, business, powers, rights, duties, functions and purposes of the unincorporated El Lago Committee as established under the terms and provisions of said Restrictions; and for these purposes the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the unincorporated El Lago Committee as set forth in said Restrictions and as the same may be amended from time to time as therein provided, said Restrictions being incorporated herein as if set forth at length;

(b) To succeed and act as successor of El Lago Development Company as Co-Trustee under that certain instrument dated February 3, 1956, recorded in Volume 3097 at Page 671 of the Deed Records of Harris County, Texas, with respect to the following described tracts or parcels of land situated in the Ritson-Morris Survey, Abstract 52, Harris County, Texas, to-wit:

First: Those four (4) certain tracts or parcels of land designated and referred to as Reserve "B", Reserve "C", Reserve "D" and Reserve "E", described and delineated as such on the map of El Lago Estates (Sections 1, 2 and 3), a subdivision in the said Ritson-Morris Survey, Harris County, Texas, as the same appears of record in Volume 30, Page 31, of the Map Records of Harris County, Texas.

Second: Those two (2) certain tracts or parcels of land designated and referred to as Reserve "F" and Reserve "G", described and delineated as such on the map of El Lago Estates (Section 4), a subdivision in the said Ritson-Morris Survey, Harris County, Texas, as the same appears of record in Volume 36, Page 17, of the Map Records of Harris County, Texas.

(c) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of said Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property under the Trusteeship or which may be owned by the Association;

(d) To purchase, receive, lease 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;

(e) To borrow money, and to mortgage or pledge, any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association;

(g) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

(A) There shall be two (2) classes of membership, to-wit:

1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association (ie, owners of lots in El Lago sections 3 & 4), including Contract Sellers, shall be a member of the Association. Ownership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

2. Any other person or entity who is a record owner of a fee or undivided fee interest in any lot, other than in El Lago section 3 & 4, which comprises a part of the original 153.5 acre tract covered by that certain trust instrument dated February 3, 1956, executed by C. Paul Harris and recorded in Volume 3097 at page 671, et seq. of the Deed Records of Harris County, Texas, may become a member of the Association upon execution



Handwritten signature



of a written agreement binding themselves to pay assessments, which shall be made on the same basis as assessments made against the owners of lots in El Lago section 3 & 4, and to abide by the Rules and Regulations established by the Board of Directors of the Association.

(B) The By-Laws of the association may provide for the suspension of membership for failure to pay assessments and for violations of the Rules and Regulations established by the Board of Directors of the Association.

ARTICLE VI

VOTING RIGHTS

Each member (whether a member under Article V. A 1 or A 2 above) shall be entitled to one vote for each lot in which he holds an interest required for membership under the provisions of Article V. When more than one person holds such interest in any Lot, all such persons shall be members and 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. For the purposes of this Article, if more than one Lot is being used as a single home site then such Lots shall be deemed as only one Lot.

ARTICLE VII

AGENTS AND OFFICES

314 Tallowood Drive, Seabrook, Texas 77586, and James A. Smith at such address constitute the initial registered office and agent, respectively, of the Association.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three (3) directors, who shall be members of the Association. The number of Directors may be changed by amendment to the By-Laws of the Association. The names and addresses of the persons who are to serve until the election of their successors are:



Robert E. Ernull	815 Woodland Dr.	Seabrook, Tx. 77586
R. E. Hall	1219 Woodland Dr.	Seabrook, Tx. 77586
James A. Smith	314 Tallowood Dr.	Seabrook, Tx. 77586

Mr. Smith shall serve for a term of one (1) year from July 1, 1975, or until his successor has been elected. Mr. Hall shall serve for a term of two (2) years from July 1, 1975, or until his successor has been elected. Mr. Ernull shall serve for a term of three (3) years from July 1, 1975, or until his successor has been elected. At the first annual meeting and at each annual meeting thereafter, the members shall elect a director or directors for a term of three (3) years to fill each expiring term and a director or directors to fill the unexpired term of any director or directors where a vacancy or vacancies may have occurred since the last annual meeting.

ARTICLE IX

LIABILITIES

The highest amount of indebtedness or liability, direct or Contingent, to which this Association may be subject at any one time shall not exceed \$10,000.00, provided that additional amounts may be authorized by vote of the membership.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations or organizations organized for the same purposes, provided that any such merger or consolidation shall have the assent of the membership; all subject, however, to the provisions of said Restrictions relating thereto.

ARTICLE XI

AUTHORITY TO MORTGAGE

Any mortgage of real property owned by the Association shall require the assent of the membership.

ARTICLE XII

AUTHORITY TO DEDICATE

With the assent of the membership, the Association may dedicate any real property owned by it to any public agency, authority or utility



for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than the owners of a majority of the square foot area of the residential lots subject by covenants of record to assessment by the Association as provided in the Deed Restrictions of El Lago Sections 3 & 4.

Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIV

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of the votes as defined in Articles V and VI shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. A simple majority vote at any such duly called meeting shall be sufficient to take action under Articles IX through XII.



Notary Public



ARTICLE XV
AMENDMENTS

Amendment of these Articles shall require the assent of the owners of a majority of the square foot area of the residential lots subject by covenants of record to assessment by the Association.

ARTICLE XVI
CONFLICT WITH RESTRICTIONS

The provisions of these Articles of Incorporation shall be construed so as to be consistent with said Restrictions; however, in the event of an irreconcilable conflict between any of these Articles and said Restrictions, the provisions of said Restrictions shall control; provided that, in the event any of these Articles are invalidated because of said Restrictions, the remaining Articles not so invalidated shall remain in full force and effect and continue to govern the business of the Association.

IN WITNESS WHEREOF, we hereunto set our hands this 1st day of July, 1975.

Robert E. Ernull
Robert E. Ernull

R. E. Hall
R. E. Hall

James A. Smith
James A. Smith

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned authority, a Notary Public in and for Harris County, Texas, do hereby certify that on this 1 day of July, 1975, personally appeared before me ROBERT E. ERNULL, R. E. HALL and JAMES A. SMITH, who, 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 the day and year above written.

Jean H. Rappetto
Notary Public in and for
Harris County, Texas

