

#332

SENDERO RANCH OWNERS' ASSOCIATION

ARTICLES OF INCORPORATION

EXHIBIT A



The State of Texas

SECRETARY OF STATE

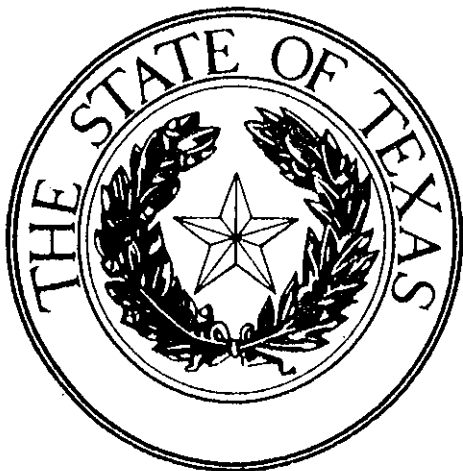
CERTIFICATE OF INCORPORATION
OF
SENDERO RANCH OWNERS' ASSOCIATION, INC.
CHARTER NUMBER 1335003-01


The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Incorporation for the above named corporation have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: December 1, 1994
Effective December 1, 1994




Secretary of State

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

DEC 01 1994

OF

SENDERO RANCH OWNERS' ASSOCIATION, INC.

Corporations Section

In compliance with the requirements of the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., Art. 1396-1.01 et seq. (the "Act"), the undersigned, all of whom are residents of Bexar County, Texas, and all of whom are over the age of twenty-one (21), acting as incorporators do hereby adopt the following Articles of Incorporation of Sendero Ranch Owners' Association, Inc.:

ARTICLE I

NAME

The name of the corporation is SENDERO RANCH OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

NON-PROFIT STATUS

The Association is organized without capital stock and is to be a nonprofit corporation. The Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action prohibited by the Act.

ARTICLE III

REGISTERED AGENT AND OFFICE

The initial registered office of the Association is located at 745 E. Mulberry, Suite 300, San Antonio, Texas 78212, and the name of its initial registered agent at such address is Crockett Development, Inc.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain nor profit to the Members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, operation and improvement of the Common Facilities (as that term is defined by the "First Amendment To Declaration of Covenants, Conditions, Easements and Restrictions of Sendero Ranch", recorded in Volume 6241, at Page 897 of the Real Property Records of Bexar County, Texas, said Declaration and all subsequent amendments thereto being hereinafter referred to as the "Declaration"), such Common Facilities initially being

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out of a 78.88 acre tract of land (the "Property") located in Bexar County, Texas, and subdivided and platted of record as follows:

SENDERO RANCH, UNIT 1, PLANNED UNIT DEVELOPMENT, Bexar County, Texas, according to plat thereof recorded in Volume 9530, Page 39 of the Map and Plat Records of Bexar County, Texas,

to administer and enforce the covenants and restrictions set forth in the Declaration, to collect and disburse the assessments and charges created in the Declaration, and to promote the recreation, health, safety and welfare of the residents within the Property and any additional properties as may hereafter be brought within the jurisdiction of this Association in accordance with the terms of the Declaration and for these 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 the Declaration, 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 of all charges or assessments created pursuant to the terms of the Declaration and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or 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;
- (d) borrow money and, with the assent of two-thirds (2/3rds) of the votes of each class of Members, mortgage and/or pledge any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective, however, unless a recordable instrument has been signed evidencing the assent of two-thirds (2/3rds) of the votes of each class of Members to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes or annex additional real property as provided in the Declaration;
- (g) indemnify its Directors, officers, employees and agents and to purchase and maintain liability insurance for those persons as permitted by Article 1396-2.22 of the Texas Non-Profit Corporation Act, as now or hereafter amended; and

- (h) possess any and all powers, rights, privileges, capacities and immunities which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter possess under the constitution and laws of the State of Texas and all other applicable law.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as that term is defined in the Declaration) shall be a Member of the Association; provided, however, that any person holding an interest in any such Lot or Lots merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership as set forth in Section 2 of Article IV of the Declaration. Class A Members shall be entitled to the number of votes set forth in the Declaration. Class B Members shall be entitled to the number of votes set forth in the Declaration. The Class B membership (as defined in the Declaration) shall be revived automatically upon the annexation by the Declarant (as that term is defined in the Declaration), its successors and assigns, of any additional properties within the scheme of the Declaration in accordance with Section 2 of Article III of the Declaration; but in such event the Class B membership shall terminate automatically in accordance with the terms of Section 2 (b) of Article IV of the Declaration. Successive annexation, however, shall revive the Class B membership in accordance with the provision of this paragraph. If not terminated earlier, Class B membership shall terminate on January 1, 2015.

ARTICLE VII

INCORPORATOR

The names and street addresses of each of the incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Christopher C. Hill	745 E. Mulberry, Suite 300 San Antonio, Texas 78212
Thomas E. Dreiss	1611 Doe Crest San Antonio, Texas 78248

ARTICLE VII

INITIAL BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (as defined in the Declaration), who need not be Members of the Association. The initial Board shall consist of three (3) Directors. The number of Directors may be changed by the Bylaws of the Association. The names and addresses of the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Christopher C. Hill	745 E. Mulberry, Suite 300 San Antonio, Texas 78212
Thomas E. Dreiss	1611 Doe Crest San Antonio, Texas 78248
Annette Dreiss	1611 Doe Crest San Antonio, Texas 78248

At the organizational meeting one Director shall be elected for a term of two years, one Director for a term of three years and one Director for a term of four years. Thereafter the Members shall elect Directors for a term of three years.

ARTICLE VIII

LIABILITY

A. No personal liability shall ever attach to any Director, officer, agent or employee of the Association, his or her heirs or estate, merely by virtue of his or her being a Director, officer, agent or employee of the Association. Any liability of the Association shall be a corporate liability, except where the person specifically assumes this liability, or as such liability may, under the law, be affected by the conduct or fraud of any given Director, officer, agent or employee in connection with duties assumed by him or her.

B. The Association shall indemnify any person who is or was a Director, officer, agent or employee of the Association for expenses and costs (including attorney's fees and fines) actually and necessarily incurred by him or her in connection with any claim asserted against him or her, by action in court or otherwise, by reason of his or her being or have been such Director, officer, agent or employee, unless he or she shall have been guilty of negligence, misconduct or fraud with respect to the matter in which indemnity is sought. This indemnification shall inure to the heirs, executors, and/or administrators of any person indemnified hereby.

C. The Association may purchase and maintain insurance on behalf of any person who holds, or who has held, any position named in Paragraph B of this Article VIII, against any liability incurred by him or her in any such position, or arising out of his or her status

as such, whether or not the Association would have power to indemnify him or her against such liability under said Paragraph B.

ARTICLE IX

SELF-DEALING

No contract or other transaction between the Association and any of its Directors or officers or any corporation or firm in which any of them are directly or indirectly interested as a shareholder, trustee, Director, creditor or otherwise, shall be invalid solely because of such relationship or because of the presence of such trustee, Director, or officer at the meeting authorizing such contract or transaction, or his or her participation in such meeting or authorization, provided one of the following conditions is satisfied:

- (1) The material facts of the relationship or interest of each such Director or officer are known and disclosed to the Board of Directors and it nevertheless authorizes or ratifies the contract or transaction by a majority of the Directors present, each such interested Director to be counted for quorum purposes, but not as a Director present for calculating the majority necessary to carry the vote, nor shall the interested Director be entitled to vote on the issue; or
- (2) The contract or transaction is fair to the Association as of the time it is authorized or ratified by the Board of Directors.

This provision shall not be construed to invalidate a contract or transaction which would be valid in the absence of this provision.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes of the entire membership. 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. 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 similar purposes.

ARTICLE XI

DURATION

The period of the duration of the Association is perpetual, or until it is dissolved in accordance with law.

ARTICLE XII
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the votes of the entire membership.

ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers, and consolidations, mortgaging of Common Facilities, dedication of Common Facilities, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of the Association, have executed these Articles of Incorporation this 30th day of November, 1994.


CHRISTOPHER C. HILL


THOMAS E. DREISS

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

FEB 18 2014




COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20140024581 Fees: \$58.00
02/18/2014 9:44AM # Pages 9
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



**CERTIFICATE OF SECRETARY
OF
SENDERO RANCH OWNERS' ASSOCIATION
(Bexar County)**

The undersigned, Barbara Lowry hereby certifies that she is the acting Managing Agent of Sendero Ranch Owners' Association, a Texas non-profit corporation; that, as such, she is the keeper of the records and minutes of the proceedings of the Association, which is duly organized and existing under the laws of the State of Texas. The undersigned hereby further certifies as follows:

Attached hereto in accordance with the provisions of applicable laws are a true and complete copy of the Articles of Incorporation for Sendero Ranch Owners' Association (Exhibit "A"), which has not been amended, modified or rescinded, except as attached hereto, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of January, 2014.

Barbara Lowry, President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 22nd day of January 2014 by Barbara Lowry, Managing Agent of Sendero Ranch Owners' Association, a Texas non-profit corporation, on its behalf, who stated before me that the foregoing was true and correct to the best of her knowledge and belief.

Notary Public, State of Texas

AFTER RECORDING, RETURN THIS INSTRUMENT TO:
Association Management Services
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209

