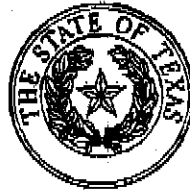


Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697

Roger Williams  
Secretary of State



**Office of the Secretary of State**

**CERTIFICATE OF INCORPORATION  
OF**

**Bay Colony Northpointe Homeowners Association, Inc.**  
Filing Number: 800490579

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been 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 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: 05/09/2005

Effective: 05/09/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-5709

Phone: (512) 463-5555  
Prepared by: Linda Gemuenden

TTY: 7-1-1  
Document: 90115110002

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**FILED**  
In the Office of the  
Secretary of State of Texas  
MAY 09 2005

Articles of Incorporation of  
Bay Colony Northpointe Homeowners Association, Inc. **Corporations Section**

A Texas Non-Profit Corporation

The incorporator adopts the following Articles of Incorporation for Bay Colony Northpointe Homeowners Association, Inc. (hereinafter the "Association") under the Texas Non-Profit Corporation Act (hereinafter the "Act").

1. **Name.** The name of the Association is Bay Colony Northpointe Homeowners Association, Inc.
2. **Non-Profit Corporation.** The Association is a non-profit corporation.
3. **Duration.** The period of its duration is perpetual.
4. **Purposes.** The purposes for which the Association is organized are:
  - a. To exercise, promote, and protect the privileges and interests of the property owners of Bay Colony Northpointe subdivision, as recorded in the Map Records of Galveston County, Texas, and the property owners of all sections thereof which may henceforth be filed of record in the office of the County Clerk of Galveston County, Texas (hereinafter "Bay Colony Northpointe").
  - b. To provide for maintenance and preservation of the properties subject to the Declaration of Covenants, Conditions and Restrictions for Bay Colony Northpointe, Section One, filed of record in the Official Public Records of Real Property of Galveston County, Texas under Galveston County Clerk's File No. 2005015589, and any and all amendments thereto (hereinafter the "Declaration"), and any and all further sections to this Subdivision, to provide for maintenance and preservation of the properties subject to the Declaration of any future sections of Bay Colony Northpointe, and to promote the health, safety, welfare, civic pride and aesthetic values of the residents within Bay Colony Northpointe.
  - c. To 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, and as may be amended from time to time.
  - d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments under the Declaration: to pay all office and other expenses incident to the conduct of the business of the Association.

e. To have and exercise any and all powers, rights and privileges which an Association organized under the Act may by law now or hereafter have or exercise, provided that none of the purposes set out shall be construed to authorize the Association to do any act in violation of the Act, and all such objects or purposes are subject to Act.

f. The Association is prohibited from engaging in any activity which would constitute a regular business of a kind ordinarily carried on for profit.

g. The Association is organized pursuant to the Act, does not contemplate pecuniary gain or profit to its members, and is organized for non-profit purposes.

**5. Scope of Activity.** The Association shall have the power, either directly or indirectly, either alone or in conjunction with others, to do any and all lawful acts which may be necessary, suitable, or desirable, for the accomplishment of any or all of the purposes for which the Association is organized.

**6. Income and Distribution.** No part of the income of the Association shall inure to the benefit of, or be distributable to, any member, trustee, officer, or director of the Association, or other private person, except that the reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes. No member, trustee, officer, or director of the Association, or other private person, shall be entitled to share in the distribution of any of the Association's assets upon dissolution of the Association. If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

**7. Distribution on Dissolution or Liquidation.** In the event of dissolution or liquidation of the Association, whether voluntary or involuntary, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all the assets of the Association dedicating said assets to a public body or by conveying said assets to a non-profit organization with purposes similar to the Association. However, pursuant to Article 1396-6.02 of the Act, assets of the Association may be distributed for purposes, or to organizations, that are not tax exempt.

**8. Membership.** Every person who is a lot owner in Bay Colony Northpointe shall be a member of the Association. Membership is appurtenant to an inseparable from ownership of each lot in Bay Colony Northpointe. The Association shall have two (2) classes of members as provided in the respective Declaration.

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

**10. Indemnification of Officers and Directors.** The Association shall indemnify, to the maximum extent permissible under law, including but not limited to Article 1396-2.22A of the Act, any officer or director, or former officer or director, of the Association against all costs and expenses, including but not limited to attorneys' fees actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been an officer or director, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or intentional misconduct, as defined and determined by the Association's Board of Directors, in performance of his duties. Such indemnification shall not be deemed exclusive of any other rights to which an officer or director may be entitled under any bylaw, agreement, corporate resolution, vote of directors or members, or otherwise.

**11. Prudent Conduct.** No person shall be liable to the Association for any loss or damage suffered by it resulting from any action or admitted to be taken by him as a director or officer of the Association in good faith and as if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used in the same or similar circumstances in the conduct of his own affairs.

**12. Interested Director - Quorum Voting.** No contract or other transaction between the Association and any other Corporation, and no act of the Association in relation to any other Corporation shall (in the absence of fraud) be invalidated or otherwise affected by the fact that a director of the Association may be interested in or be a director or officer of the other Corporation. Any director of the Association may vote upon a contract or other transaction between the Association and any subsidiary, parent, or affiliated Corporation without regard to the fact that he may also be a director of the subsidiary, parent or affiliated Corporation. Any director of the Association (or any firm or Corporation of which any director may be a member) may be a party to, or interested in, any contract or transaction shall be taken. Any director may be counted to determine the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction.

**13. Amendment.** The amendment of these Articles of Incorporation requires the approval of not less than two-thirds (2/3) of each class of members.

**14. Registered Agent.** The name of the initial registered agent of the Association and the address of the initial registered office of the Association is:

Dick H. Gregg, III  
Gregg & Gregg, P.C.  
16055 Space Center Boulevard, Suite 150  
Houston, Texas 77062

**15. Directors.** The number of directors constituting the board of directors (except for the initial board of directors) of the Association shall be fixed by the bylaws. The number of directors constituting the initial board of directors consists of three (3) directors and the name

and address of such persons who are to serve as director until the first meeting of the members or until his or her successor is elected and qualified is:

Michael Ross  
1800 West Loop South, Suite 1075  
Houston, Texas 77027

Kevin Daniels  
1800 West Loop South, Suite 1075  
Houston, Texas 77027

Kelly D. Smalley  
1800 West Loop South, Suite 1075  
Houston, Texas 77027

17. **Initial Bylaws.** The initial bylaws shall be adopted by the board of directors. The power to amend, or repeal the bylaws or adopt new bylaws is vested in the board of directors, subject to repeal or change by action of the members.

18. **Incorporator.** The incorporator is at least 18 years of age and a resident of the State of Texas. The name and address of the incorporator is:

Dick H. Gregg, III  
Gregg & Gregg P.C.  
16055 Space Center Boulevard, Suite 150  
Houston, Texas 77062

As incorporator, I execute these Articles of Incorporation on the 29<sup>th</sup> day of April, 2005.

  
\_\_\_\_\_  
Dick H. Gregg, III

**AFFIDAVIT OF MICHAEL P. ROSS**

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL P. ROSS, who being by me duly sworn, on oath stated:

"My name is MICHAEL P. ROSS. I am over eighteen (18) years of age, of sound mind, and competent to make this affidavit.

"I am the President of Bay Colony Northpointe Homeowners' Association, Inc. in League City, Galveston County, Texas, and I have personal knowledge of the daily operation of Bay Colony Northpointe Homeowners' Association, Inc.

"I hereby certify that the Declaration of Covenants, Conditions and Restrictions for Bay Colony Northpointe, Section One were recorded on March 3, 2005, under Clerk's Film Code No. 2005015589.

"The following attached documents to this affidavit are governing documents of Bay Colony Northpointe Homeowners' Association, Inc. to be filed in the Official Public Records of Real Property of Galveston County, Texas:

- 1) A true and correct copy of the Bylaws of Bay Colony Northpointe Homeowners' Association, Inc.

"Affiant sayeth further not."

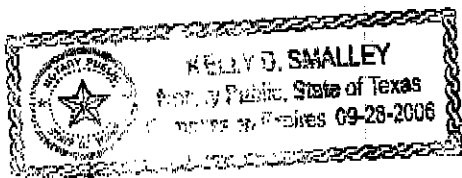
*[Handwritten signature of Michael P. Ross]*

MICHAEL P. ROSS

SUBSCRIBED AND SWORN TO BEFORE ME by the said  
MICHAEL P. ROSS, on this the 8 day of September, 2005  
to certify which witness my hand and seal of office.

*[Handwritten signature of Kelly D. Smalley]*

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



MY COMMISSION EXPIRES:

9/19/05