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## Office of the Secretary of State

### CERTIFICATE OF AMENDMENT OF

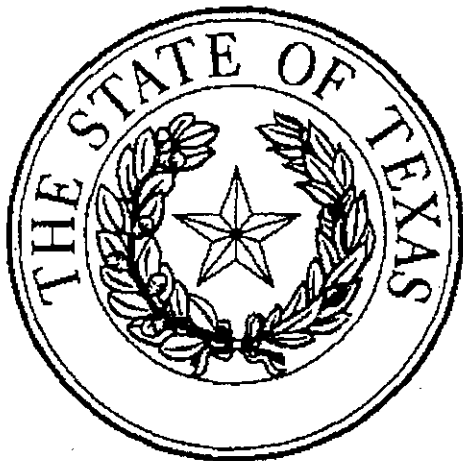
Remington Ranch Community Association, Inc.  
800221410

[formerly: Remington Ranch Master Association, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity 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 Amendment.

Dated: 07/02/2004  
Effective: 07/02/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Secretary of State

# COPY

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PLEASE FILE STAMP  
In the Office of the  
Secretary of State of Texas  
JUL 02 2004  
Corporations Section

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation, which amendments relate to the name of the corporation, the purposes for which the corporation is formed, membership in the corporation, and amendments to the Bylaws of the corporation.

ARTICLE ONE

The name of the corporation is Remington Ranch Master Association, Inc.

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted by the corporation on June 7, 2004:

Article I of the Articles of Incorporation is hereby amended to read as follows:

Name

The corporation name shall be known as Remington Ranch Community Association, Inc. and by and under such name it shall conduct and transact all of its business.

Article IV of the Articles of Incorporation is hereby amended to read as follows:

Purposes and Powers

The corporation is formed for the purposes of providing for the maintenance and preservation of properties within Remington Ranch, a residential subdivision located in Harris County, Texas, and such other properties that may be annexed thereto and subjected to the jurisdiction of the corporation, and promoting the welfare of the lot owners within such subdivision and for these purposes to:

- (a) enter into contracts for the purpose of providing services for the benefit, use, or enjoyment to owners in general, including but not by way of limitation, landscaping improvements and maintenance;
- (b) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in any contract;

- (c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments payable to the corporation pursuant to the Declaration of Covenants, Conditions and Restrictions for Remington Ranch and any amendments or supplements thereto;
- (d) pay all office and other expenses incident to the conduct of the business of the corporation, including management fees, if any, and all taxes or governmental charges levied against or imposed upon the property of the corporation;
- (e) 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 corporation;
- (f) borrow money and mortgage, pledge, deed in trust or hypothecate any or all of the corporation's real or personal property as security for money borrowed or debts incurred;
- (g) dedicate, sell or transfer all or any part of the common areas and facilities owned by the corporation, if any, to any public agency, authority, utility, person or entity, for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no conveyance of any common areas or facilities other than the granting of utility easement shall be permitted except to a public entity established for similar purposes as the corporation or which shall be dedicated to the preservation of community purposes and interests and which is capable of maintaining and agreeing to maintain the same;
- (h) participate in mergers and consolidations with other non-profit corporations organized for the same purposes;
- (i) establish and enforce rules and regulations governing the use, operation, maintenance, control, and disposition of property to which the corporation holds title or to which control is vested in the corporation, if any; and

- (j) exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act or any other laws of the State of Texas may now or hereafter have or exercise, including powers granted to property owners' associations by the Texas Property Code.

Article V of the Articles of Incorporation is hereby amended to read as follows:

#### Membership

The Members of the Association shall be the record owner, whether one or more persons or entities, of a fee simple title to any Lot located in Remington Ranch, a residential subdivision in Harris County, Texas (and any Lot in any other residential subdivision hereafter annexed to Remington Ranch) including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The rights of Members are subject to (a) the payment of any assessments as set forth in the Declaration of Covenants, Conditions and Restrictions for Remington Ranch, (hereinafter referred to as the "Declaration"), and (b) compliance with the provisions of the Declaration, which Declaration is, or will hereafter be, filed of record in the Official Public Records of Real Property of Harris County, Texas. The voting and other membership rights of any Member shall be automatically suspended without action of the Board of Directors during any period such Member shall have failed to pay any assessment then due and payable; but, upon payment of such assessment, the Member's rights and privileges shall be automatically restored. In addition, the voting or other membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed sixty (60) days, if any Member, any member of his family, his tenants, or the guests of any thereof shall violate the provisions of the Declaration, unless the violation is ongoing, in which event the voting and other membership rights of the Member may be suspended for as long as the violation exists plus an additional sixty (60) days from the date the violation is corrected.

Article XII of the Articles of Incorporation is hereby amended to read as follows:

#### Bylaws

The Bylaws of this corporation shall be adopted by the Board of Directors and may be amended from time to time as provided therein.

### **ARTICLE THREE**

The amendments were adopted in the following manner:

The amendments were adopted upon receiving not less than two-thirds (2/3) of the votes which Members present, in person or by proxy, were entitled to cast at a meeting held for that purpose on June 7, 2004.

DATED JUNE 7, 2004.

REMINGTON RANCH MASTER ASSOCIATION, INC.

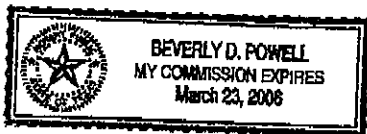
Return to:  
Butler & Hailey, P.C.  
1616 South Voss, Suite 500  
Houston, Texas 77057

By: Gina Barnes  
Gina Barnes, President  
By: R. Shoae  
Reza Shoae, Secretary/Treasurer

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Gina Barnes, President of Remington Ranch Master Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that she executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 7<sup>th</sup> day of June, 2004.



Beverly D. Powell  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Reza Shoae, Secretary/Treasurer of Remington Ranch Master Association, Inc., to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of JUNE, 2004.



Tu-Anh T. Cloteaux  
Notary Public in and for the State of Texas