

MAR 31 2006

ARTICLES OF ASSOCIATION
OF
GARDENS AT COVERED BRIDGE HOMEOWNERS ASSOCIATION

Corporations Section

MAY BE FILED WITH THE SECRETARY OF STATE OF TEXAS AS
A CERTIFICATE OF FORMATION FOR A DOMESTIC NONPROFIT CORPORATION

REAL PROPERTY

These Articles of Association pertain to Gardens at Covered Bridge Condominium, located in the City of Austin, Texas, in the master planned development of Covered Bridge. In addition to the master restrictions of Covered Bridge, the condominium is subject to the Declaration of Gardens at Covered Bridge Condominium, recorded on December 5, 2005, as Document No. 2005224314, Real Property Records, Travis County, Texas, as it may be amended, supplemented, and restated from time to time (the "**Declaration**").

ARTICLE 1. NAME & TYPE. The name of this domestic nonprofit entity is **Gardens at Covered Bridge Homeowners Association**. This entity is the nonprofit unit owners' association, organized pursuant to Section 82.101, Texas Uniform Condominium Act, and which is defined as the "**Association**" in Article 1 of the Declaration. The filing of these Articles of Association with the Secretary of State as a certificate of formation creates a **nonprofit corporation** status for the Association.

ARTICLE 2. REGISTERED AGENT & ADDRESS. See Articles 20 and 21.

ARTICLE 3. 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 Documents. The Declaration or 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. Directors may not vote by proxy at meetings of the board. See Article 19 for the names and addresses of the initial directors.

ARTICLE 4. MEMBERSHIP. The Association is a nonstock membership organization - the owners of units in Gardens at Covered Bridge being the members of the Association. The Declaration or 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 5. PURPOSES. The general purposes for which the Association is formed are (1) to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association, in accordance with the Documents and applicable State law, including the Texas Uniform Condominium Act, as each may be amended from time to time, and (2) for any lawful purpose not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code (the "**Code**"), including any purpose described by Section 2.002 of the Code.

ARTICLE 6. MANNER OF DISTRIBUTION. The Association is authorized on its winding up to distribute its assets in a manner other than as provided by Section 22.304 of the Code. The manner of

distribution is as follows. In the event of winding up, the assets of the Association will be distributed in accordance with the Declaration provision for distribution upon termination. If the Declaration has no such provision, then in accordance with the termination provision of the Texas Uniform Condominium Act.

ARTICLE 7. DURATION. The duration of the Association is perpetual.

ARTICLE 8. POWERS. In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by the Documents or applicable State law, including the Texas Uniform Condominium Act, may be exercised by the board of directors: (1) all rights and powers conferred on nonprofit entities by State law in effect from time to time; (2) all rights and powers conferred on condominium associations by applicable 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 the Documents or applicable State law.

ARTICLE 9. MEETING LOCATION. Unless the Declaration or Bylaws provides otherwise, meetings of members of the Association will be held at a suitable place convenient to the members, as determined by the board.

ARTICLE 10. LIMITATIONS ON LIABILITY. A 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 a director, except to the extent a person is found liable for (1) a breach of the 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 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 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 a director is expressly provided by an applicable statute. If the director is a member of the Association, this limitation on liability does not eliminate or modify that person's pro rata share of the Association's liability as a member of the Association.

ARTICLE 11. INDEMNIFICATION. As provided by the Bylaws, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director, officer, committee chair, or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 12. IMMUNITY FOR VOLUNTEERS. To preserve the protections for Association volunteers afforded by the Charitable Immunity and Liability Act of 1987 (Chapter 84, Texas Civil Practice & Remedies Code), the Association will operate in a manner that preserves the Association's status as a homeowners association as defined by Section 528(c) of the Internal Revenue Code of 1986, as amended.

ARTICLE 13. AMENDMENT OF ARTICLES. These Articles may be amended or restated subject to the following:

Section 13.1. General Provisions. (1) An amendment may not conflict with the Declaration, the Bylaws, or applicable State law, and (2) An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent.

Section 13.2. Amendment by Board. The board of directors may unilaterally amend or restate these Articles, without a vote of the owners, for the following limited purposes: (1) to delete the names and addresses of the initial directors, (2) to delete the name and address of the

initial registered agent or office, provided a statement of change is on file with the Secretary of State, and (3) to change the name of the Association with the Secretary of State by adding, deleting, or changing a geographical attribute to the name.

Section 13.3. Amendment by Members. For all other purposes, an amendment must be approved by the board and by at least two-thirds of the votes or voting interests present, in person or by proxy, at a properly called meeting of the Association for which a quorum is obtained.

ARTICLE 14. AMENDMENT OF BYLAWS. The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which reserve those powers to the members, with limited exceptions for the board acting alone.

ARTICLE 15. ACTION WITHOUT MEETING. Subject to the additional requirements of Code Section 6.202, any action required by the Code or by the Documents to be taken at a meeting of members or owners 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 or owners as would be necessary to take that action at a meeting at which the required number of owners or members were present and voted.

ARTICLE 16. DECLARANT CONTROL PERIOD. The Declaration provides for a Declarant Control Period during which Declarant determines the number and qualification of officers and directors, who serve at the pleasure of Declarant, who is empowered by the Declaration to appoint, remove, and replace the officers and directors of the Association. Because Declarant has powers, rights, and duties in addition to those of other members, Declarant may constitute a membership "class" as described by the Code, the other unit owners constituting a different "class."

ARTICLE 17. CHANGE OF STATUS. The continuing existence of the Association as described in its Documents is vested in its members - the owners of the Real Property - not in its corporate status, its name, or its filing number. During any period in which the Association is not incorporated, it will be subject to the Texas Uniform Unincorporated Nonprofit Association Act (Chapter 252 of the Code), and these Articles of Association will continue to be effective as a Governing Document of the Association.

ARTICLE 18. TERMINOLOGY. Capitalized terms used in these Articles, such as Association, Declarant, Declarant Control Period, Declaration, and Documents, have the same meanings as defined in Article 1 of the Declaration. "Articles of Association" has the same meaning as "Articles of Incorporation," wherever used. As applied to this Association, the following terms which are defined or used in the Code are construed as follows:

Section 18.1. "Governing Documents," as defined by the Code, is construed by the Association to mean the "Documents," as defined by the Declaration, even though Documents may have been initially adopted by the Declarant of the Real Property for the benefit and use of the members of the Association, rather than having been adopted by the Association, as indicated by the Code's definition of Governing Documents.

Section 18.2. "each member entitled to vote at the meeting," as used in the Code, is construed by the Association to mean that if a unit is co-owned, even though all the co-owners are members of the Association, the co-owners share one membership per unit for notification and voting purposes. Therefore, votes and memberships are tabulated on a unit basis, rather than on a headcount of owners and co-owners.

ARTICLE 19. INITIAL BOARD OF DIRECTORS. The initial board consists of three directors who serve at the pleasure of Declarant during the Declarant Control Period, and who will serve as

directors until the earlier of (1) their successors are appointed by Declarant, or (2) their successors are elected by the members of the Association after the Declarant Control Period. The number of directors after the Declarant Control Period is determined by the Bylaws, and may be changed from time to time by amendment of the Bylaws. The name and address of each initial director are as follows:

<u>Name</u>	<u>Address</u>
Randall M. Ziehe	12710 Research Blvd., Suite 206, Austin, Texas 78759
Ryan E. Ziehe	12710 Research Blvd., Suite 206, Austin, Texas 78759
Ann Rayborn	12710 Research Blvd., Suite 206, Austin, Texas 78759

ARTICLE 20. INITIAL REGISTERED AGENT. The name of the Association's initial registered agent is Community Association Management, Inc.

ARTICLE 21. OFFICE OF INITIAL REGISTERED AGENT. The address of the Association's initial registered agent is 8400 Blazyk Drive, Austin, Texas 78737.

ARTICLE 22. ORGANIZER. The name of the organizer is Sharon Reuler. The organizer's address is c/o SETTLEPOU, 3333 Lee Parkway, Eighth Floor, Dallas, Texas 75219.

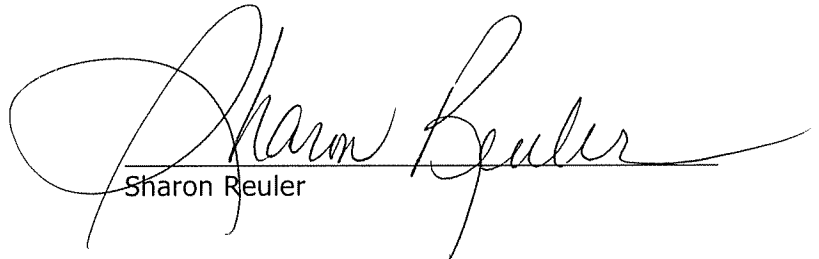
ARTICLE 23. EFFECTIVENESS OF FILING. This document becomes effective as a certificate of filing for a nonprofit corporation when the document is filed by the Secretary of State.

(Executed on next page.)

EXECUTION

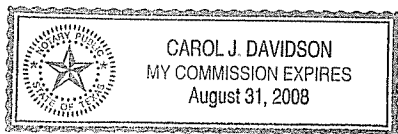
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

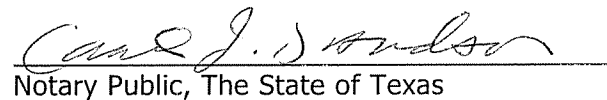
SIGNED this 29th day of March 2006.


Sharon Reuler

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 29th day of March 2006 by Sharon Reuler.




Notary Public, The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Ms. Sharon Reuler • SettlePou Attorneys
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219