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of Texas
MAR 04 1983
Clerk E
Corporations Section

ARTICLES OF INCORPORATION
OF
BILTMORE SWIM & RACQUET CLUB RECREATION ASSOCIATION, INC.

We, the undersigned natural persons, at least two (2) of whom are citizens of the State of Texas, and who are of the age of eighteen (18) years or more, 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 ONE

NAME

The name of the corporation is Biltmore Swim & Racquet Club Recreation Association, Inc..

ARTICLE TWO

NON-PROFIT CORPORATION

The corporation is a non-profit corporation.

ARTICLE THREE

PURPOSES AND POWERS

(1) The purposes for which this corporation is formed are as follows:

A. To form an Association (the "Association") and as such to establish and collect assessments from the members of said Association ("Members") for the purpose of maintaining, improving, and administering certain swimming pool, recreation facilities, and common areas, within the Biltmore Swim & Racquet Club Phase One Addition, Plano, Collin County, Texas (the "Addition");

B. To carry out the duties and obligations and receive the benefits given to the Recreation Association by the Declaration of Restrictions Conditions and Covenants applicable to defined areas in the Addition and amendments thereto recorded at Volume 1537, Page 598, Instrument Number 25738, filed in the Deed Records of Collin County, Texas, on the 4th day of August, 1982 (the "Declaration");

C. To establish By-Laws for the operation of the Association, to provide for the administration of the Association and rules and regulations for governing the same, and to enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association;

D. To have and exercise all the rights and powers conferred on non-profit corporations under the Texas Non-Profit Corporation Act, as such law is now in effect or may at any time hereafter be amended;

E. To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation.

(2) The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

(3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) (A), (B) and (C) of this Article Three, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such, except on dissolution and winding up.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

ARTICLE FOUR

MEMBERS

(1) As set forth in the Declaration to be made applicable to the Recreation Association and the Addition, certain lot owners in the Addition shall automatically be members of the Association and their memberships shall automatically terminate upon the sale of all lots within the Addition owned by said Member. Membership certificates are not required and will not be issued.

(2) Each lot owner shall have one (1) vote in all elections of the Association. A corporation or individual owning an interest in more than one lot may be designated as the voting Member for each lot in which it or he owns an interest.

(3) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot.

ARTICLE FIVE

DURATION

The period of its duration is perpetual.

ARTICLE SIX

INITIAL REGISTERED AGENT

The street address of the initial registered office of the corporation is 2301 Ohio Drive, Suite 200, Plano, Texas 75075, and the name of the initial registered agent at such address is Norman R. Medlen.

ARTICLE SEVEN

INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the directors who are to serve as the initial board of directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jerry D. Stiles	2301 Ohio Drive Suite 200 Plano, Texas 75075
Norman R. Medlen	2301 Ohio Drive Suite 200 Plano, Texas 75075
Walter A. Rowden	2301 Ohio Drive Suite 200 Plano, Texas 75075

ARTICLE EIGHT

INCORPORATORS

The names and addresses of the incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Jerry D. Stiles	2301 Ohio Drive Suite 200 Plano, Texas 75075
Norman R. Medlen	2301 Ohio Drive Suite 200 Plano, Texas 75075
Walter A. Rowden	2301 Ohio Drive Suite 200 Plano, Texas 75075

ARTICLE NINE

INDEMNIFICATION

(1) The corporation shall have the power to indemnify any director or officer or former director or officer of the corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

(2) If the corporation has not fully indemnified him, the court in the proceeding in which any claim against such director or officer has been asserted, or any court having the requisite jurisdiction of an action instituted by such director or officer on his claim for indemnity, may assess indemnity against the corporation, its receiver, or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Article only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of February, 1983.

Jerry D. Stiles
Jerry D. Stiles

Norman R. Medlen
Norman R. Medlen

Walter A. Rowden
Walter A. Rowden



THE STATE OF TEXAS I

COUNTY OF COLLIN I

BEFORE ME, a Notary Public, on this day personally appeared JERRY D. STILES, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of February, 1983.

My Commission Expires: 2-10-84

M.B. Tidwell
Notary Public in and for
Collin County, Texas
Print Name: M.B. Tidwell

THE STATE OF TEXAS I

COUNTY OF COLLIN I

BEFORE ME, a Notary Public, on this day personally appeared NORMAN R. MEDLEN, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of February, 1983.

My Commission Expires: 2-10-84

M.B. Tidwell
Notary Public in and for
Collin County, Texas
Print Name: M.B. Tidwell

THE STATE OF TEXAS I

COUNTY OF COLLIN I

BEFORE ME, a Notary Public, on this day personally appeared WALTER A. ROWDEN, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of February, 1983.

My Commission Expires: 2-10-84

M.B. Tidwell
Notary Public in and for
Collin County, Texas
Print Name: M.B. Tidwell

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