



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

OF

CREATED BY COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.
CHARTER NUMBER 471290

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION
FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED
IN THIS OFFICE AND APPROVED TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A DUPLICATE ORIGINAL
OF THE ARTICLES OF INCORPORATION.

DATED APR. 13, 1979



W. W. Strake Jr.
Secretary of State

BSC

"ATTACHMENT 1"

ARTICLES OF INCORPORATION

OF

APR 13 1

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION

Patrick B

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, 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

The name of the corporation is Prestonwood Country Club Condominium Association, Inc.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

(1) To operate the non-profit condominiums for residential housing in accordance with the Condominium Declaration, Bylaws, and Rules and Regulations as heretofore filed in the Condominium Records of Dallas County, Texas under the name of Prestonwood Country Club Condominiums, including all amendments thereto filed of record among the Condominium Records of Dallas County, Texas.

(2) The general purposes and powers are to have and exercise all rights and powers conferred on non-profit corporations under the laws of Texas, or which may hereafter be conferred, including the power to contract, rent, buy or sell personal or real property; provided, however, that 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.

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

ARTICLE FIVE

The street address of the initial registered office of the corporation is 15918 Club Crest, Dallas, Texas 75248, and the name of its initial registered agent at such address is Yann Gregory.

ARTICLE SIX

The number of managers constituting the initial board of managers of the corporation is nine, and the names, addresses and initial terms of office of the persons who are to serve as the initial managers are:

<u>Name</u>	<u>End of Initial Term</u>	<u>Address</u>
M. G. Merck	February 1981	15922 Coolwood, Dallas, Texas
Vann Gregory	February 1980	5915 Copperwood, Dallas, Texas
Bill Samuels	February 1981	15935 Stillwood, Dallas, Texas
Ellsworth Weinberg	February 1981	15906 Coolwood, Dallas, Texas
James Irwin	February 1980	15929 Archwood, Dallas, Texas
Doug MacDonald	February 1980	15907 Archwood, Dallas, Texas
Thomas Beck	February 1982	5925 Copperwood, Dallas, Texas
R. B. Worriord	February 1982	5803 Copperwood, Dallas, Texas
J. O. Blankenship	February 1982	15915 Archwood, Dallas, Texas

ARTICLE SEVEN

The name and street address of each Incorporator is:

<u>Name</u>	<u>Address</u>
Vann Gregory	5915 Copperwood, Dallas, Texas
James Irwin	15929 Archwood, Dallas, Texas
Bill Samuels	15935 Stillwood

ARTICLE EIGHT

The Board of Managers shall be divided into three classes of three managers each, the terms of the first class shall expire at the annual meeting to be held in February, 1980, the term of the second class to expire at the annual meeting to be held in February, 1981, and the term of the third class to expire at the annual meeting in February, 1982. At each annual meeting after such classification, three managers shall be elected for a term of three years.

In the event of death, resignation or removal of a manager during his elected term of office his successor shall be elected by majority of the remaining managers to serve only until the expiration of the term of his predecessor.

ARTICLE NINE

This corporation is not organized for profit and does not have any capital stock and will have no capital stock, but the said corporation will charge the members fees and dues for support of the purposes of the corporation.

No part of the net earnings of the corporation shall inure to the benefits of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of

the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 528 of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

All monies and assets received by the corporation shall be used, laid out and employed to carry out the purposes of this corporation.

ARTICLE TEN

A simple majority vote of those members present at any meeting of the members is sufficient for any action which requires the vote of or concurrence of the membership.

ARTICLE ELEVEN

A quorum of fifty-one percent (51%) of all the members entitled to vote represented in person or by proxy at any meeting of the members shall constitute a quorum. The vote of the majority of the membership represented at any meeting of the members shall be the act of the membership unless a greater number is required by law.

ARTICLE TWELVE

Managers shall be elected by a majority vote of the membership in the manner set forth in the Bylaws.

ARTICLE THIRTEEN

(A) The corporation shall indemnify, to the extent provided in paragraphs (B), (D) or (F):

(1) any person who is or was a manager, officer, agent or employee of the corporation, and

(2) any person who serves or served at the corporation's request as a director, officer, agent, employee, partner or trustee of another corporation or of a partnership, joint venture, trust or other enterprise.

(B) In case of a suit by or in the right of the corporation against a person named in paragraph (A), the corporation shall indemnify him if he satisfies the standard in paragraph (C), for expenses (including attorneys' fees but excluding

amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of the suit.

(C) In case of a suit by or in the right of the corporation a person named in paragraph (A) shall be indemnified only if:

(1) he is successful on the merits or otherwise, or

(2) he acted in good faith in the transaction which is the subject of the suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation. However, he shall not be indemnified in respect of any claim, issue or matter as to which he has been adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication but in view of all the circumstances, he is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(D) In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the corporation, together hereafter referred to as a nonderivative suit, against a person named in paragraph (A) by reason of his holding a position named in paragraph (A), the corporation shall indemnify him if he satisfies the standard in paragraph (E), for amounts actually and reasonably incurred by him in connection with the defense or settlement of the nonderivative suit as

(1) expenses (including attorneys' fees),

(2) amounts paid in settlement,

(3) judgments, and

(4) fines.

(E) In case of a nonderivative suit, a person named in paragraph (A) shall be indemnified only if:

(1) he is successful on the merits or otherwise, or

(2) he acted in good faith in the transaction which is the subject of the nonderivative suit, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, he had no reason to believe his conduct was unlawful. The termination of a nonderivative suit by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to satisfy the standard of this paragraph (E)(2).

(F) A determination that the standard of paragraph (C) or (E) has been satisfied may be made by a court. Or, except as stated in paragraph (c)(2)(second sentence), the determination may be made by:

(1) a majority of the managers of the corporation (whether or not a quorum) who were not parties to the action, suit or proceeding, or

(2) independent legal counsel (appointed by a majority of the managers of the corporation, whether or not a quorum, or elected by the members of the corporation) in a written opinion, or

(3) the members of the corporation.

(G) Anyone making a determination under paragraph (F) may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

(H) The corporation may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under paragraphs (A)-(G) if:

(1) the board of managers authorizes the specific payment, and

(2) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he is entitled to indemnification by the corporation under paragraphs (A)-(G)

(I) The indemnification provided by paragraphs (A)-(G) shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of members or disinterested managers, or otherwise.

(J) The indemnification and advance payment provided by paragraphs (A)-(H) shall continue as to a person who has ceased to hold a position named in paragraph (A) and shall inure to his heirs, executors and administrators.

(K) The corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in paragraph (A), against any liability incurred by him in any such position, or arising out of his status as such, whether or not the corporation would have power to indemnify him against such liability under paragraphs (A)-(H).

(L) Indemnification payments, advance payments, and insurance purchases and payments made under paragraphs (A)-(K) shall be reported in writing to the members of the corporation with the next notice of annual meeting, or within six

IN WITNESS WHEREOF, we have hereunto set our hands this 5 day
of April, A.D. 1979.

Wanda D. Stegors
Bruce Samuels
James Brown Jr
INCORPORATORS

THE STATE OF TEXAS,)
COUNTY OF DALLAS.)

SUBSCRIBED AND SWORN TO BEFORE ME this the 5 day of April
A.D. 1979.

Chris Jean Stanley
Notary Public in and for
Dallas County, Texas
My commission expires 2/3/80

(Notary Seal)

PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

**THIRD SUPPLEMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

This **THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS** (this "Notice") is filed by Prestonwood Country Club Condominium Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is a "property owners' association" as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, the Association is governed by a dedicatory instrument, which covers the property described therein, entitled Declaration and Master Deed for Prestonwood Country Club Condominiums and filed for record on June 9, 1977, and recorded June 10, 1977, as Instrument No. 197700773110 at Volume 77112, Page 0006, *et seq.* of the Condominium Records of Dallas County, Texas, as such may be amended and/or supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code, which became effective September 1, 1999, requires a "property owners' association" to file "the dedicatory instrument" in the real property records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association filed a Notice of Filing of Association Instruments on August 7, 2000, as Instrument No. 200001088309 at Volume 2000 152, Page 03111, *et seq.*, in the Official Public Records of Dallas County, Texas; and

WHEREAS, the Association filed its First Supplement to Notice of Filing of Association Instruments on April 10, 2008, as Instrument No. 20080116736, in the Official Public Records of Dallas County, Texas; and

WHEREAS, the Association filed its Second Supplement to Notice of Filing of Association Instruments on July 1, 2009, as Instrument No. 200900186573, in the Official Public Records of Dallas County, Texas; and

WHEREAS, the Association desires to again supplement the Notice by adding the instruments attached hereto adopted by the Association; and

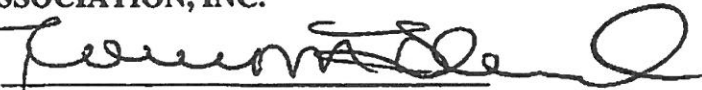
WHEREAS, with the sole intention of filing the following instruments which be interpreted as being within the scope of Section 202.006, acting by and through the undersigned duly authorized officers, files true and correct copies of the instruments more specifically set forth hereinafter.

NOW, THEREFORE, the Association, the Association instruments, files true and correct copies of the following instruments of the Association which are attached hereto:

1. ARTICLES OF INCORPORATION OF PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION;
2. PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. LEASING AND OWNERSHIP POLICY; and
3. PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC. Assessment Collection Policy.

IN WITNESS WHEREOF, the undersigned agent of Prestonwood Country Club Condominium Association, Inc. certified that as of the effective date of this Third Supplement to Notice of Filing of Dedicatory Instruments that the foregoing instruments are true and correct copies of the above instruments of the Association.

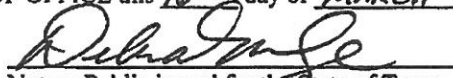
PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

By: 
Robert M. Blend
Duly Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

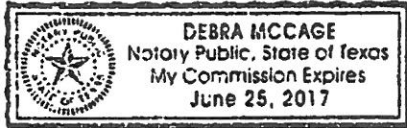
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Robert M. Blend, a duly authorized agent for Prestonwood Country Club Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of MARCH, 2015.


Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

THE BLEND LAW FIRM, P. C.
14131 Midway Road, Suite 1240
Addison, Texas 75001
Tel: (972) 233-1900
Fax: (972) 233-1910
rblend@blendfirm.com



Conformed Copy
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/23/2015 09:20:22 AM
\$114.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

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