

ARTICLES OF INCORPORATION
OF
VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION
OF KERRVILLE, TEXAS

State of Texas
JUL 24 1987
Clerk I-B
Corporations Section 1

We, the undersigned natural persons of the age of eighteen (18) 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 I.

The name of the corporation is Vicksburg Village Homeowners Association of Kerrville, Texas, hereinafter called the "Association".

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

This Association does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

The specific purposes for which it is formed are as follows:

A. To provide for maintenance, preservation and architectural control of the residence Lots and Common Area within those certain tracts of property described as: Two tracts of land (two subdivisions), Tract One being that certain 9.39 acres, more or less, situated in Kerr County, Texas, which has been platted and subdivided into Vicksburg Village according to the map or plat thereof recorded in Volume 5, Page 75, and Tract

Two being that contain 1.59 acres, more or less, situated in Kerr County, Texas, which has been platted and subdivided into Yorktown Phase One according to the map or plat thereof recorded in Volume 5, Page 31, both subdivisions being of record in the Plat Records of Kerr County, Texas, to which plats and their recording reference is here made for all purposes; and,

B. To promote the health, safety and welfare of the Owners of Lots within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Kerr County, Texas, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(2) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, encumber, dedicate for public use or otherwise dispose of real or personal property of every kind, nature or description, as may be necessary or desirable to promote the primary purpose of the Association and in connection with the affairs of the Association;

(4) Make contracts, incur liabilities, borrow money, issue its notes and other obligations, and secure any of its obligations by mortgage, or pledge, or deed of trust of all or any part of its property not inconsistent with the laws of the State of Texas;

(5) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise; and,

(6) Upon dissolution of the Association, the assets, both real and personal of the Association, shall be granted, conveyed and assigned to an appropriate non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such grant is refused acceptance, such assets shall be dedicated to an appropriate public agency to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

C. 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 this Article IV, 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.

ARTICLE V.

Every record owner, whether one or more persons or entities of a fee simple title to any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, but not including persons or entities who hold an interest merely as security for the performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI.

The Association shall have classes of voting memberships and voting rights as shall be set forth in the Declaration and amendments thereto.

ARTICLE VII.

The address of its initial registered office is 815-E Jefferson St., in the City of Kerrville, County of Kerr, State of Texas 79028, and the name of its registered agent at such address is J. Scott Henderson.

ARTICLE VIII.

The Corporation shall indemnify any director or officer or former officer of the corporation, or any person who may have served at its request as a director or officer against expenses 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 such director or officer, except in relation to matters in which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in performance of duty, but such indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled, under any law, by-law, agreement or provision of law.

ARTICLE IX.

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The number of Directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the initial elders are as follows:

Name	Address
Clayton E. Wilkinson	301 Junction Hwy. Kerrville, Texas 78028
Melvin H. Johnson, Jr.	301 Junction Hwy. Kerrville, Texas 78028
Ronald J. W. Bradley	703 Junction Hwy. Kerrville, Texas 78028

ARTICLE X.

The name and address of each Incorporator as follows:

Clayton E. Wilkinson	301 Junction Hwy. Kerrville, Texas 78028
Melvin H. Johnson, Jr.	301 Junction Hwy. Kerrville, Texas 78028
Ronald J. W. Bradley	703 Junction Hwy. Kerrville, Texas 78028

IN WITNESS WHEREOF, we have hereunto set our hands this the 23rd day of July, 1987.

Clayton E. Wilkinson
Melvin H. Johnson, Jr.
Ronald J. W. Bradley

THE STATE OF TEXAS §
COUNTY OF KERR §

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on the 23rd day of July, 1987, personally appeared Clayton E. Wilkinson, Melvin H. Johnson, Jr., and Ronald J. W. Bradley, who being by me first duly sworn, declared to me that they are the persons who signed the foregoing instrument as the Incorporators, and that the statements therein contained are true.

Nancy F. Doss

 Notary Public in and for
 The State of Texas
Nancy F. Doss
 (Notary's typed or printed name)
 My Commission Expires:
6/11/88