

JUN 02 1993

ARTICLES OF INCORPORATION
OF
BARTON CREEK - LAKESIDE MASTER PROPERTY OWNERS ASSOCIATION, INC.

Corporations Section

ARTICLE I

The name of the corporation is Barton Creek - Lakeside Master Property Owners Association, Inc.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of the corporation's duration is perpetual.

ARTICLE IV

(1) The specific and primary purpose for which the corporation is organized is to administer the common affairs of all the owners of the subdivided lots in the Property, which includes the Ranch Section One through Thirteen, and as is fully defined in (i) the Restated and Amended Declaration of Covenants, Conditions and Restrictions, of record in Volume 8457, Page 620 of the Real Property Records of Travis County, Texas; (ii) Supplemental Declaration Subjecting Additional Property to Declaration, and Additional Covenants, Conditions and Restrictions for Additional Property, of record in Volume 8467, Page 65 of the Real Property Records of Travis County, Texas; (iii) the Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Ranch, Sections 3 through 11, of record in Volume 10755, Page 240 of the Real Property Records of Travis County, Texas; (iv) the Restatement of First Supplement to the Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Ranch, Sections 3 through 11, of record in Volume 11150, Page 110 of the Real Property Records of Travis County, Texas; (v) the Supplement and First Amendment to the Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Ranch, Sections 3 through 11, of record in Volume 11257, Page 624 of the Real Property Records of Travis County, Texas; (vi) and any future deed restrictions encumbering any property added to Barton Creek - Lakeside in accordance with the provisions of the documents referred to in (i) through (v) above. The deed restrictions referred to in (i) through (vi) of the preceding sentence are collectively referred to as the "Declarations."

(2) The general purposes for which the corporation is organized are:

(a) to assure the upkeep, maintenance, improvement and administration of the Common Areas owned or leased by the corporation (as those terms are defined in the Declarations, as amended from time to time) and all lands, improvements, security devices, and other real or personal property owned by or leased to the corporation, including all sidewalks, pathways, and private streets (including security access gates, if any, on such streets) located within the Property (as defined in the Declarations);

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the corporation pursuant to the Declarations, as amended from time to time;

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Property in accordance with the bylaws of the corporation and the Declarations, as amended from time to time;

(d) to promote the health, safety and welfare of the residents of the Property in accordance with the Declarations, as amended from time to time;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation arising under the Declarations, as amended from time to time;

(f) to enforce applicable provisions of the Declarations (as amended from time to time), the bylaws, any rules and regulations of the corporation, and any other instruments for the management and control of the Property including, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declarations, as amended from time to time;

(ii) to contract for and to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Master Common Area and the other Association Property;

(iii) to employ personnel reasonably necessary for the administration and operation of the corporation, and

to discharge the powers and duties of the corporation arising under the Declarations, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the corporation, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the corporation has authority to exercises control;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the corporation may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act including, without limitation, the power;

(i) to acquire additional real or personal property and to add to the Common Area pursuant to the Declarations, as amended from time to time;

(ii) to acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate of public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the bylaws;

(iv) to borrow money, mortgage, pledge, or assign any or all of its real or personal property as security for money borrower or debts incurred in accordance with the terms and conditions of the Declarations, as amended from time to time; and

(v) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers. The corporation is organized in accordance with and shall operate for nonprofit purposes pursuant to the Texas Non-Profit Corporation Act and no pecuniary gain or profit to its members is contemplated hereby.

ARTICLE V

The street address of the initial registered office of the corporation is 8212 Barton Club Drive, Penthouse of the Spa Building, Austin, Texas 78735, and the name of its initial registered agent at such address is Barrett D. Allison.

ARTICLE VI

The corporation shall have members. The membership of the corporation shall be determined as provided in the bylaws, and such bylaws (subject to and consistent with the Declarations) shall define the voting rights, powers, and privileges of the members.

ARTICLE VII

The affairs of the corporation shall be managed by a board of directors composed of such number of persons, no less than three (3), as the bylaws may establish. The board of directors shall fulfill all of the functions of and possess all powers granted to boards of directors of nonprofit corporations pursuant to the Texas Non-Profit Corporation Act.

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 directors until the selection of their successors in the manner provided in the bylaws of the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Brainerd S. Montgomery	8212 Barton Club Drive Penthouse of the Spa Bldg. Austin, Texas 78735
Beau Armstrong	8212 Barton Club Drive Penthouse of the Spa Bldg. Austin, Texas 78735
Ernest E. Howard, III	8212 Barton Club Drive Penthouse of the Spa Bldg. Austin, Texas 78735

Directors of the corporation shall be elected by majority vote of the members in accordance with the Declarations. Cumulative voting is expressly prohibited.

ARTICLE VIII

A director of the corporation shall not be liable to the corporation to its members for monetary damages for an act or omission in the director's capacity as a director, except that this

article does not eliminate or limit the liability of a director for (1) a breach of a director's duty of loyalty to the corporation or its members; (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (4) an act or omission for which the liability of a director is expressly provided for by statute.

Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE IX

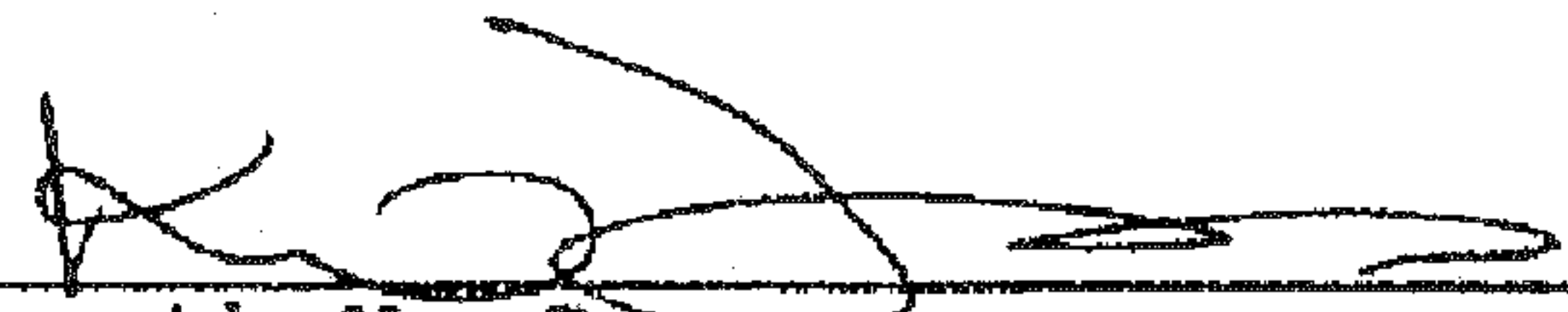
Upon dissolution or court-ordered liquidation of the assets and affairs of the corporation, the corporation shall apply and distribute the assets of the corporation as follows:

- 1) all costs and expenses of the court proceedings, if the liquidation is by court order, and all liabilities and obligations of the corporation shall be paid;
- 2) assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution or liquidation, shall be returned, transferred or conveyed in accordance with such requirements;
- 3) and all remaining assets shall be disposed of exclusively for the purposes of the corporation in such manner as the board of directors shall determine and the laws of the State of Texas permit, rather than in the manner set forth in sections 6.02(A)(3) and 7.06(B)(3) of the Texas Non-Profit Corporation Act.

ARTICLE X

The name of the incorporator is Kenneth N. Jones, and his address is 2600 One American Center, 600 Congress Avenue, Austin, Texas 78701. The incorporator is a natural person of the age of eighteen (18) years or more.

IN WITNESS WHEREOF, the undersigned has set his hand, this
2nd day of June, 1993.



Kenneth N. Jones,
Incorporator