



# The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this office:

CAMELOT TOWNHOMES ASSOCIATION, INC.

ARTICLES OF INCORPORATION

AUGUST 7, 1978

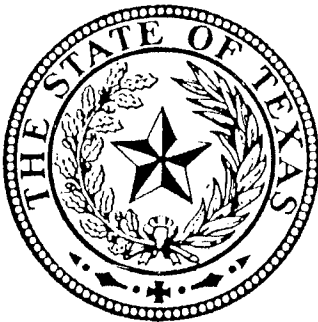
MERGER

JULY 12, 1982

*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this*

12 day of FEBRUARY, A. D. 19 86.

Secretary of State



mr

PLAN OF MERGER  
by merger of  
EL PASO CAMELOT OWNERS' ASSOCIATION, INC.  
with and into  
CAMELOT TOWNHOMES ASSOCIATION, INC.  
under the name of  
"CAMELOT TOWNHOMES ASSOCIATION, INC."

EL PASO CAMELOT OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, and CAMELOT TOWNHOMES ASSOCIATION, INC., a Texas non-profit corporation, pursuant to the provisions of Article 1396-5.01 through 1396-5.06 of the Texas Non-Profit Corporation Act, agree as follows:

(1) EL PASO CAMELOT OWNERS' ASSOCIATION, INC., shall be merged with and into CAMELOT TOWNHOMES ASSOCIATION, INC., to exist and be governed by the laws of the State of Texas.

(2) The name of the surviving corporation shall be: CAMELOT TOWNHOMES ASSOCIATION, INC.

(3) The terms and conditions of the proposed merger are as follows:

(a) On the effective date, the names of the Directors and principal officers of the surviving corporation who shall hold office until the next annual meeting of the members of the surviving corporation or until such time as their respective successors have been elected or appointed and qualified are:

DIRECTORS

JAMES BYERS  
VIOLA WOLF  
CAROLYN FALL

OFFICERS

JAMES BYERS	President
VIOLA WOLF	Vice President
CAROLYN FALL	Secretary
JACK PHILLIPS	Treasurer

(b) When this Plan of Merger becomes effective, the separate existence of EL PASO CAMELOT OWNERS' ASSOCIATION, INC. shall cease and the surviving corporation shall succeed, without other transfer, to all the rights and property

of EL PASO CAMELOT OWNERS' ASSOCIATION, INC. and shall be subject to all the debts and liabilities of such corporation in the same manner as if the surviving corporation had itself incurred them. All rights of creditors of each constituent corporation shall be preserved unimpaired.

(c) The members of EL PASO CAMELOT OWNERS' ASSOCIATION, INC. shall succeed to all rights and privileges of members of CAMELOT TOWNHOMES ASSOCIATION, INC., including, but expressly not limited to, all voting rights as further described in Section 5, Article IV of the By-Laws of CAMELOT TOWNHOMES ASSOCIATION, INC.

(d)(1) Paragraph (f)(2) of Article XVIII of the By-Laws of CAMELOT TOWNHOMES ASSOCIATION, INC. is amended to read as follows:

(f) Suspension After Hearing. The Board of Directors after hearing and by majority vote, shall have the right to suspend the voting rights of a Member and the right of a Member to use the public utilities and other facilities of the Common Areas for:

(1) His failure to pay any common or any special assessments as provided in the Declaration; such suspension shall not exceed the period in which said payment remains delinquent; and

(2) His violation of the rules and regulations of the Association, provided the (i) suspension for such cause shall not exceed thirty (30) days for any single violation and (ii) any such violation shall not be grounds for suspending the Member's right to use the public utilities serving his Unit.

Before any such action may be taken at least ten (10) days' written notice must be given to such Member specifying the charges and stating the time and place of hearing on such charge. At such hearing, the Member shall be given an opportunity to be heard and to present evidence in answer to such charge.

A Member's right to use the public utilities serving his Unit may be suspended if he fails to pay a defaulted assessment within thirty (30) days after notice of the default has been delivered by the Board of Directors.

(d)(2) Except as amended in Subparagraph (1), the By-Laws of CAMELOT TOWNHOMES ASSOCIATION, INC. shall continue

in full force as the By-Laws of the surviving corporation until further amended, altered, or repealed as provided therein or as provided by law.

(e) The effective date of the merger shall be the date when a Certificate of Merger is issued by the Secretary of State of Texas.

(4) The Articles of Incorporation of CAMELOT TOWNHOMES ASSOCIATION, INC., as existing on the effective date of the merger, shall continue in full force as the Articles of the surviving corporation until further amended, altered, or repealed as provided therein or as provided by law.

EXECUTED on May 24<sup>th</sup>, 1982, at El Paso, Texas.

EL PASO CAMELOT OWNERS' ASSOCIATION, INC.

By: Charles P. Brown  
President

By: Elizabeth J. Brungel  
Secretary

CAMELOT TOWNHOMES ASSOCIATION, INC.

By: James N. Byers  
President

By: Lawrence Fall  
Secretary



# Camelot

4800 North Stanton / 915 533-6297 / El Paso, Texas 79902

4-20-88

This amendment was passed unanimously by the membership present at the annual homeowners meeting on April 19, 1988.

The ballots were inspected and counted by the Inspectors of the Election (Ms. Jean Miculka, Ms. Clo DeKoatz and Mr. James Bond) and by the Secretary of the Association, Ms. Margee Condon on April 19, 1988.

ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF  
CAMELOT TOWNHOMES ASSOCIATION, INC.

Pursuant to the provisions of Article 4.03 of the Texas Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which adds two new articles providing for limitation of liability of Directors and for indemnity of Directors and officers and other officials of the corporation.

ARTICLE ONE

The name of the corporation is CAMELOT TOWNHOMES ASSOCIATION, INC.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the corporation on APRIL 19, 1988.

The Articles of Incorporation are hereby amended by adding thereto new Articles Eight and Nine, to read as follows:

ARTICLE EIGHT

No Director is liable to the Corporation or its members for monetary damages for an act or omission in such Director's capacity as a Director, except for liability resulting from: (1) a Director's breach of duty or loyalty to the Corporation or its members; (2) a Director's 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 his/her office; (4) a Director's act or omission for which the liability of a Director is expressly provided by statute; or (5) a Director's act related to an unlawful payment of a dividend.

The foregoing provisions shall apply only to acts or omissions occurring on or after August 31, 1987.

## ARTICLE NINE

(a) Unless otherwise clearly indicated to the contrary by the context, each of the following terms shall have the meaning indicated below:

(1) Expenses: Any costs or expenses, including, but not limited to, court costs and attorney's fees.

(2) Indemnitee: Any person who is or was a Director, officer, employee or agent of the Corporation, and any person who serves or served at the request of the Corporation as a director, officer, employee, agent, partner, venturer, proprietor, trustee or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(3) Proceeding: Any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and any appeal with regard to such an action, suit, or proceeding, and any inquiry or investigation that could lead to such a threatened or pending action, suit, proceeding, or appeal.

(b) In the case of a Proceeding against an Indemnitee, the Corporation shall indemnify an Indemnitee to the extent provided herein, if such Indemnitee satisfies the standards provided herein, against judgments, penalties, fines, settlements, and reasonable Expenses actually incurred in connection with the Proceeding.

(c) In the case of a Proceeding against an Indemnitee, such Indemnitee shall be indemnified only if he/she is wholly successful on the merits or otherwise, in the defense of the Proceeding or if it is determined pursuant to the provisions hereof, that: (i) such Indemnitee conducted himself/herself in good faith; and (ii) in the case of conduct in his/her official capacity, that such Indemnitee reasonably believed that his/her conduct was in the Corporation's best interest; (iii) in the case of any criminal Proceeding, such Indemnitee had no reasonable cause to believe his/her conduct was unlawful; and (iv) in all other cases, such Indemnitee reasonably believed that his/her conduct was at least not opposed to the Corporation's best interest.

(d) Except to the extent permitted below, an Indemnitee shall not be indemnified in respect of any Proceeding as to which such Indemnitee has been found liable on the basis that personal benefit was improperly received by him/her or where he/she is found liable to the Corporation unless (and only to the extent that) a court, upon application, orders indemnification as it determines is proper and equitable.

(e) An Indemnitee may be indemnified for reasonable Expenses actually incurred by him/her in connection with a Proceeding where he/she is found liable to the Corporation or where he/she is found liable on the basis that personal benefit was improperly received by him/her provided it is determined, pursuant to the provisions hereof, that: (i) the requirements of (c) herein are satisfied; and (ii) such Expenses are reasonable. Notwithstanding the above, an Indemnitee shall not be indemnified with respect to any Proceeding where he/she is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by him/her and where he/she is found liable for willful or intentional misconduct in the performance of his/her duty to the Corporation.

(f) The termination of a Proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not satisfy the standards herein. A person shall be deemed to have been found liable in respect to any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

(g) A determination that the standards hereof have been satisfied must be made: (i) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the Proceeding; or (ii) if such a quorum cannot be so obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding; or (iii) by special legal counsel selected by the Board of Directors or by a committee of the Board of Directors by vote as set forth in (i) or (ii) above, or if such a quorum cannot be obtained and such a committee cannot be established by a majority vote



of the Directors; or (iv) by the Shareholders in a vote that excludes the shares held by Directors who are named defendants or respondents in the Proceeding or by a court of competent jurisdiction.

(h) Anyone making a determination hereunder may determine that a person has met the standards as to some matters but not as to others and may reasonably prorate amounts to be indemnified.

(i) The Corporation may pay or reimburse in advance reasonable Expenses in advance of the final disposition of the Proceeding which may become subject to indemnification hereunder after: (i) the Corporation receives a written affirmation by the Indemnitee of his/her good faith belief that he/she has met the standards of conduct necessary for indemnification hereunder; and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed if it is ultimately determined that such Indemnitee has not met the requirements hereof, has been received by the Corporation.

(j) The indemnification provided herein shall not be exclusive of any rights to which a person may be entitled by law, agreement, vote of the disinterested Shareholders, disinterested Directors, or otherwise.

(k) The indemnification provided herein shall continue as to an Indemnitee who has ceased to hold a position named in (a)(2) herein and shall inure to the benefit of his/her heirs, executors and administrators.

(l) The Corporation may purchase and maintain insurance or another arrangement on behalf of any Indemnitee with regard to any liability which might be asserted against him/her and arising out of his/her status as an Indemnitee, whether or not the Corporation would have the power to indemnify him/her hereunder and to the extent permitted under the Texas Business Corporation Act.

### ARTICLE THREE

This amendment to the Articles of Incorporation was adopted in the following manner:

The amendment was adopted at a meeting of members held on TUESDAY, APRIL 19, 1988, at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

Dated 19 APRIL, 1988.

CAMELOT TOWNHOMES ASSOCIATION,  
INC.

By: Perry Russo  
PERRY RUSSO, President



The State of Texas  
Secretary of State

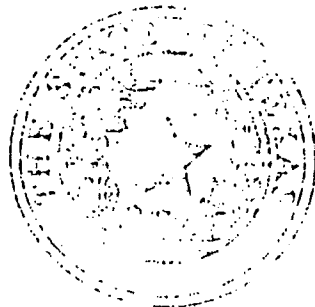
CERTIFICATE OF INCORPORATION

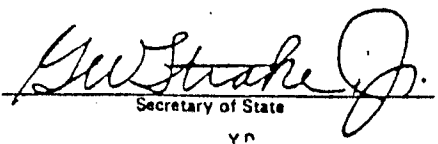
EL PASO CAMELOT OWNERS' ASSOCIATION, INC.  
CHARTER NUMBER 515917

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND 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 COPY OF THE  
ARTICLES OF INCORPORATION.

DATED APR. 22, 1990



  
Secretary of State  
YN

APR 22 1980

CLERK I.C.  
Corporation Division

## ARTICLES OF INCORPORATION

OF

~~EL PASO~~ CAMELOT OWNERS' ASSOCIATION, INC.

We, the undersigned natural persons over the age of twenty-one years and citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is ~~EL PASO~~ CAMELOT OWNERS' ASSOCIATION, INC.

ARTICLE TWO

The corporation is a nonprofit corporation, no part of the income of which is distributable to any members, directors, trustees or officers and no part of the net earnings of which shall inure to the benefit of any private individual.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are:

1. To provide a means of administering, preserving and maintaining a condominium project to be known as Camelot Townhomes #2, all in accordance with the terms and provisions of the Condominium Act of the State of Texas, Article 1301a, Vernon's Annotated Texas Statutes, and the Condominium Declaration for the project filed or to be filed pursuant to the Act in the Condominium Records of El Paso County, Texas;
2. Subject to part 4 of the Texas Miscellaneous Laws Act, to exercise all powers of a nonprofit corporation as set forth in the Texas Nonprofit Corporation Act and to do all other things necessary and proper to accomplish the purposes set out herein and to administer and enforce the provision of the Condominium Act and the Declaration for said project.

ARTICLE FIVE

The street address of the initial registered office of the corporation is 330 Eubank Drive, El Paso, Texas 79902, and the name of the initial registered agent of the corporation at such address is Charles C. Wood.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the Corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name:</u>	<u>Address:</u>
Charles C. Wood	330 Eubank Drive El Paso, Texas 79902
William J. Mounce	425 Camino Real El Paso, Texas 79922
Julia A. Hawkins	11300 Bunky Henry El Paso, Texas 79936

ARTICLE SEVEN

The names and addresses of the incorporators are:

<u>Name:</u>	<u>Address:</u>
Charles C. Wood	330 Eubank Drive El Paso, Texas 79902
William J. Mounce	425 Camino Real El Paso, Texas 79922
Julia A. Hawkins	11300 Bunky Henry El Paso, Texas 79936

IN WITNESS WHEREOF, we have hereunto set our hands this the 31<sup>st</sup> day of March, 1980.

Charles C. Wood  
CHARLES C. WOOD

William J. Mounce  
WILLIAM J. MOUNCE

Julia A. Hawkins  
JULIA A. HAWKINS

SWORN to on March 31, 1980 by the above named incorporators.

My Commission Expires:

Margaret A. De Angelis  
Notary Public, El Paso County, Texas

MARGARET A. DE ANGELIS, Notary Public  
In and for the County of El Paso, Texas  
My Commission Expires May, 22, 1980

ARTICLE VIII

See amendment document at first page

ARTICLE IX