

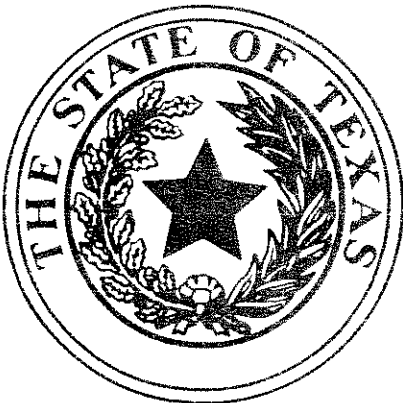


The State of Texas
Secretary of State

IT IS HEREBY CERTIFIED, THAT
2100 COMMONWEALTH TOWNHOMES CO-OWNERS, INC.
FILED ARTICLES OF INCORPORATION IN THIS OFFICE AND WAS ISSUED
A CERTIFICATE OF INCORPORATION ON
OCT. 4, 1982;

THAT SO FAR AS IS SHOWN BY THE RECORDS OF THIS
DEPARTMENT, NO CERTIFICATE OF DISSOLUTION HAS BEEN FILED FOR SAID
CORPORATION, AND IT IS STILL IN EXISTENCE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO
SIGNED MY NAME AND CAUSED TO BE
IMPRESSED HEREON THE SEAL OF STATE ON
MAR. 15, 1989



Paul M. Reins
Secretary of State

SECRETARY OF STATE
10/10/32
624832

ARTICLES OF INCORPORATION
OF

2100 COMMONWEALTH TOWNHOMES CO-OWNERS, INC.

We, the undersigned natural persons of the age of twenty-one or more, at least two or more 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 a non-profit corporation:

ARTICLE ONE

Definitions

The following words, when used in these Articles of Incorporation, shall have the following meanings:

(a) "Apartment" shall mean an enclosed space consisting of one (1) or more rooms occupying all or a part of a floor in a building of one (1) or more floors of stories, regardless of whether designed for a residence or for any other type of independent use, provided it has a direct exit to a thoroughfare or to a common space leading to a thoroughfare. Each Apartment shall be the element of a Condominium which is not owned in common with the Owners of other Condominiums in the Project. Each Apartment shall consist of a fee simple interest bounded by the interior surfaces of a perimeter walls, floors, ceilings, windows and doors thereof (including any covered parking space allocated to any Apartment), and an Apartment includes both the portions of the building so described and the airspace so encompassed. Heating or air conditioning equipment serving an Apartment exclusively shall be a part of such Apartment.

(b) "Association" shall mean and refer to the corporation incorporated hereunder.

including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(i) "Plan" shall mean the Condominium Plan of the Project filed for record by Developer and any amendments thereto.

(j) "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon, together with all additions which may hereinafter be made thereto as provided in Article II of the Declaration.

(k) "Property" shall mean and refer to the Land, together with the easements appurtenant thereto.

ARTICLE TWO

Name

The name of the Association 10 Commonwealth Townhomes Co-Owners, Inc.

ARTICLE THREE

Term

The period of duration of the Association is perpetual.

ARTICLE FOUR

Purposes and Powers

The Association is a non-profit corporation and does not contemplate pecuniary gain or profit to the Members hereof. The specific purposes for which it is formed are to provide a governing body for all the Owners for the acquisition, construction, management, maintenance, repair, replacement and care of the Common Elements, and to preserve the beautification of the Common Elements pursuant to Article III of the Declaration, and for these purposes:

(c) "Common Elements" shall mean both the General Common Elements, as hereinafter defined, and the Limited Common Elements, as hereinafter defined.

(d) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the General Common Elements, any Limited Common Elements allocated to his Apartment, and ownership of a separate interest in an Apartment.

(e) "Declaration" shall mean and refer to that certain Declaration and Master Deed for 2100 Commonwealth applicable to the Property and to be recorded in the Condominium Records of Harris County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

(f) "Developer" shall mean K-L Developers, Inc., a Texas corporation, its successors and any assignee, other than an Owner, who shall receive by assignment from the said K-L Developers, Inc. all or a portion or its rights hereunder as such Developer, by any instrument expressly assigning such rights of Developer to such assignee.

(g) "General Common Elements" shall mean and include the following:

- (i) the Land, as hereinafter defined;
- (ii) The foundations, bearing walls, perimeter walls and columns;
- (iii) roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- (iv) the compartments and installations of central services, such as central air conditioning and heating, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use;

(h) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any Condominium,

(a) To borrow money and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(b) To maintain the Common Elements;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Elements or any other property owned by the Association;

(e) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Project; provided that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, Director or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association effecting one or more of its purposes), and no Member, Director or officer of the Association, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association; and provided further, that no part of the activities of the Association

shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE FIVE

Place of Business; Registered Office

The principal place of business of the Association will be at 3404 Yoakum, Houston, Texas 77006. The post office address of the initial registered office of the Association 3404 Yoakum, Houston, Texas 77006, and the name of its initial registered agent at such address is Melvin B. Kling, Jr.

ARTICLE SIX

Directors

The business affairs of the Association shall be managed by a Board of Directors consisting of the number of directors determined from time to time as provided in the Bylaws of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall in no event be less than three (3) nor more than seven (7). The initial Board of Directors of the Association shall consist of five (5) directors. Directors need not be members of the Association. Directors shall be elected by the Members in the manner determined by the Bylaws, and may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

Melvin B. Kling, Jr.

3404 Yoakum
Houston, Texas 77006

Michael J. Lallinger	3404 Yoakum Houston, Texas 77006
Barbara W. Lallinger	3404 Yoakum Houston, Texas 77006
Joseph E. Russell	3404 Yoakum Houston, Texas 77006
Cyril J. Smith	3404 Yoakum Houston, Texas 77006

ARTICLE SEVEN

Incorporators

The name and street address of each of the incorporators is:

Melvin B. Kling, Jr.	3404 Yoakum Houston, Texas 77006
Michael J. Lallinger	3404 Yoakum Houston, Texas 77006
Barbara W. Lallinger	3404 Yoakum Houston, Texas 77006

ARTICLE EIGHT

Members

Every person or entity who is now or hereinafter becomes an Owner shall automatically be a member of the Association, and membership in the Association shall be appurtenant to and may be separated from ownership of any Condominium. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An Assignment or other instrument of transfer establishing a change in the record title to a Condominium shall have duly executed and recorded in the office of the County Clerk of Harris County, Texas; and

(b) The Owner transferring the Condominium shall have notified the Board of Directors in writing of the name and address of the transferee

and the nature of the transfer and the Apartment transferred, as well as such other information relative to the transfer and transferee as the Board of Directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Condominium by Developer.

The interest and proportionate share of each Member in the Association shall be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenant to a Condominium.

ARTICLE NINE

Voting Rights of Members

The Association shall have two classes of voting memberships:

CLASS A: Class A Members shall be all Members with the exception of Developer. Class A Members shall be entitled (1) vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interests in any Condominium, all such persons shall be Members, and the vote for such Condominium shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Condominium.

CLASS B: The Class B Member(s) shall be the Developer. The Class B Member(s) shall have a total number of votes equal to one more than the total number of votes of the Class A Members. However, at such time as the total number of Condominiums owned by the Class A Members equals or exceeds three (3) times the total number of Condominiums owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Condominium owned by it. Control of

the Association shall become vested in the Class A Members not later than the earlier of (i) 120 days after completion of transfer to such Class A Members of title to Condominiums representing seventy-five percent (75%) of the Condominiums in the Project, or (ii) March 15, 1983.

ARTICLE TEN

Merger and Consolidation

To the extent permitted by law, the Association may participate in mergers and consolidations only with other non-profit corporations for the same general purpose as the Association.

ARTICLE ELEVEN

Indemnification of Directors and Others

The Members of the Board of Directors and officers of the Association shall not be personally liable to the Association, Owners or others for any mistake of judgment or for any acts or omissions made in good faith acting as such Board members or officers individually or collectively. Each member of the Board of directors and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or any settlement thereof, by reason of his being or having been a member of the Board of Directors or an officer of the Association, whether or not he is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in event of a settlement, the indemnification shall apply only when the

Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE TWELVE

Amendments

Amendment of these Articles shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Association; provided that no amendment shall be made which would cause these Articles to be in conflict with the terms or provisions of the Declaration or which would change the status and purpose of the Association as a non-profit corporation.

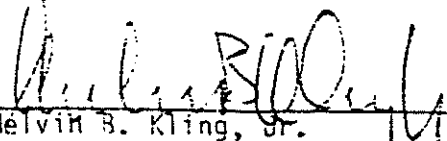
ARTICLE THIRTEEN

Distribution of Assets Upon Dissolution

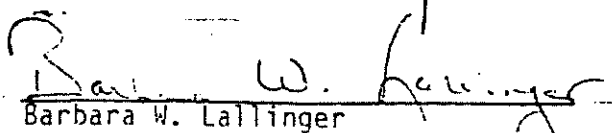
Upon dissolution of the Association, the assets both real and personal of the Association shall be (i) granted, conveyed and assigned to any no corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue Law, or (ii) dedicated to an appropriate public agency 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 WITNESS WHEREOF, we have hereunto set our hands this 21 day of

September 1984


Melvin B. Kling, Jr.

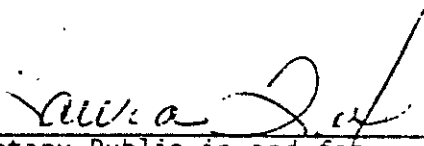

Michael J. Lallinger


Barbara W. Lallinger

THE STATE OF TEXAS)
)
COUNTY OF Harris)

I, Laura Teel, a Notary Public in and for said County and State, do hereby certify that on the 21st day of September, personally appeared before me Melvin B. Kling, Michael L. Lallinger, and Barbara W. Lallinger, who being by me duly sworn, declared that they were the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I hereunto set my hand and seal this day and year above written.



Notary Public in and for
Harris County, Texas
Laura Teel

My Commission Expires:
7/20/85