

FILED  
In the Office of the  
Secretary of State of Texas  
MAR 31 2004  
Corporations Section

**ARTICLES OF INCORPORATION OF  
MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC.**

The undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for such Corporation.

Article I  
Corporate Name

The name of the corporation is MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes called the "Association".

Article II  
Non-Profit Corporation

The corporation is a non-profit corporation.

Article III  
Duration

The period of its duration is perpetual.

Article IV  
Corporate Purpose

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:

1. to promote the orderly development, improvement and use of Lots 1 through 27 in Block 1 and Lots 1 through 17 in Block 2, all in MEADOWS OF COPPERFIELD, UNIT ONE, a subdivision in Bexar County, according to the Map or Plat thereof recorded in Volume 9560 and Page 9 in the Real Property Records of Bexar County, Texas, and such other property as may be annexed to MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., by action of the Declarant, its successors and/or assigns, and as otherwise provided in the Declaration Of Protective Covenants, Conditions And Restrictions affecting said property, hereinafter sometimes called the "Property";

2. to preserve and maintain the orderly development, improvement and use of said land with the objective of enhancing the land value and establishing a desirable environment for owners and occupants of said land and improvements;

3. to establish and enforce architectural and landscaping controls of the lots and common areas within the Property;

4. to promote the health, safety and welfare of the owners and occupants within the Property, and for these purposes to:

a. exercise all of the powers and privileges to perform all of the duties and obligations of the Association as set forth in that certain Protective Covenants, Conditions And Restrictions, hereinafter sometimes called the "Declaration", applicable to the Property and to be recorded in the Property Records of Bexar County, Texas, and as same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. enter into contracts and such other agreements necessary to perform or have performed such services as may be required to accomplish the herein stated purposes of the Association, so long as no pecuniary gain or profit is realized to any member or members;

c. fix, levy, collect and enforce payment by any lawful means, of 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, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d. acquire (by give, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for membership use or otherwise dispose of real or personal property in connection with the affairs of the Association;

e. borrow money, with the assent of the membership vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

f. dedicate, sell or transfer all or any part of the Common Area (as defined in the Declaration) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by at least two-thirds (2/3) of the membership vote, agreeing to such dedication, sale or transfer;

g. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and/or common area; provided that any such merger, consolidation or annexation shall have the ascent of the membership, unless otherwise provided in the Declaration;

h. enter into contracts to maintain, expand, and reconstruct improvements within the boundary of the Association's common area, if any, and to allocate the cost for such activities to the owners of lots within the Property, on an equal basis, which maintenance, expansion, and reconstruction shall include, but not be limited to repair, maintenance and landscaping of streets, utilities, entryway and other common areas; and

i. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.

#### Article V

##### Registered Office and Registered Agent

The street address of the initial registered office of the corporation is 5802 IH-10 West, San Antonio, Texas 78201 and the name of its initial registered agent at such address is Jesse T. Murphy.

#### Article VI

##### Membership in Non-Profit Corporation

Every person or entity who is a record owner of a fee or an undivided fee interest in any Lot, which by the Declaration of record is subject to assessment by the Association, shall be a member of the Association. The foregoing shall not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Article VII  
Voting

Voting Unit: Each Lot, defined by the Declaration Of Protective Covenants, Conditions And Restrictions For MEADOWS OF COPPERFIELD, UNIT ONE, a subdivision in Bexar County, Texas, as it may be amended, shall be a voting unit. A single entity owning more than one Lot, whether they are adjacent, partially contiguous, or totally separated, shall have each Lot counted independently for determination of Voting.

Voting Right: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Lot Owners, except Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be members; the vote of each Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Voting Unit.

Class B: The Class B member is Declarant, named in the Declaration Of Protective Covenants, Conditions And Restrictions For MEADOWS OF COPPERFIELD, UNIT ONE, a subdivision in Bexar County, Texas, and shall be entitled to three (3) votes for each Lot owned, until the votes of the Class A members exceed the votes of the Class B member, or December 31, 2014, whichever first occurs; thereafter the Class B member shall be entitled to one vote per Lot owned.

Quorum: Unless otherwise stated in the Declaration Of Protective Covenants, Conditions And Restrictions For MEADOWS OF COPPERFIELD, UNIT ONE, a subdivision in Bexar County, Texas, the quorum required for any action on any issue submitted to the vote of the members shall be one-tenth (1/10) of each class of membership votes then outstanding, either present in person or by written proxy at the time of the vote. Members shall be given written notice of any meeting in which an action on any issue submitted to the membership may be considered, and such notice shall in all respects comply with the provision of the Texas Non-Profit Corporation Act.

Amendment: Amendment to these Articles shall require the assent of a majority of the membership of each class of members.

Article VIII  
Board of Directors

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 to the By-Laws of the Association, provided there shall never be less than three (3) directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting. The names and addresses of the persons who are to serve as the initial Directors are:

Carla Salinas	17319 San Pedro Suite 140 San Antonio, Texas 78232
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Louis Espinar	17319 San Pedro Suite 140 San Antonio, Texas 78232
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Jesse T. Murphy	5802 IH-10 West San Antonio, Texas 78201
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Article IX  
Action Without Meeting

Any action required by the Texas Non-Profit Corporation act to be taken at a meeting of the members or directors of a corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent, in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

Article X  
Limitation of Liability of Directors

A director is not liable to the Corporation or its members for monetary damages for any act or omission in the director's capacity as a director, except as otherwise specifically provided by a Texas statute.

Article XI  
Indemnification

The Corporation may indemnify a person who was or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification.


As the bylaws provide, the Board may define the requirements and limitations for the Corporation to indemnify directors, officers, or other persons related to the Corporation.

Article XII  
Incorporator

The name and address of the incorporator is:

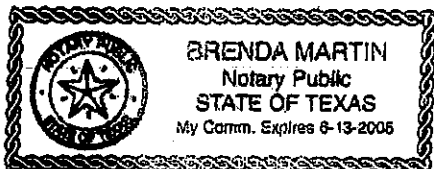
Jesse T. Murphy  
5802 N.W. Expressway  
San Antonio, Texas 78201


Executed this 29th day of March, 2004.

  
Jesse T. Murphy

STATE OF TEXAS           §  
COUNTY OF BEXAR       §

These Articles of Incorporation were acknowledged, subscribed and sworn to on the 29th day of March, 2004, by Jesse T. Murphy.



  
Notary Public, State of Texas

**BYLAWS OF**  
**MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION,**  
**INC.**

ARTICLE I. NAME AND LOCATION

Section 1.1. Name. The name of the Corporation is MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association" or the "Corporation".

Section 1.2. Location. The principal office of the Corporation shall be located at 17319 San Pedro, Suite 140, San Antonio, Texas, 78232, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 2.1. "Association" shall mean and refer to the MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

Section 2.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.3 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for MEADOWS OF COPPERFIELD, UNIT ONE, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.4. "Common Properties" shall mean and refer to all real property owned and/or controlled by the Association for the common use and enjoyment of the Owners as described in the Declaration. "Common Area" shall mean property, both real and personal, owned or managed by the Association.

Section 2.5. "Lot" shall mean and refer to Lots 1 through 27 in Block 1 and ~~Lots 1 through 17, Block 2, all in MEADOWS OF COPPERFIELD, UNIT ONE, a~~ subdivision in Bexar County, according to the plat recorded in Volume 9560, Page 9 of the Real Property Records in Bexar County, Texas, with the exception of Common Area, easements and dedicated rights-of-way.

Section 2.6. "Declarant" shall mean and refer to Obra Homes, Inc., a Texas corporation, its successors or assigns provided such successor or assign acquires in a single transaction not less than ten (10) residential lots for purposes of development or residential construction and receives an assignment of Declarant's rights as a part of the acquisition.

Section 2.7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Conditions For Meadows of Copperfield, Unit One, hereinafter sometimes referred to as the "Declaration", applicable to Lots 1 through 27 in Block 1, and Lots 1 through 17, Block 2, all in MEADOWS OF COPPERFIELD, UNIT ONE, a subdivision in Bexar County, according to the plat recorded in Volume 9560, Page 9 of the Real Property Records in Bexar County, Texas.

Section 2.8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III. MEETINGS OF MEMBERS

Section 3.1. Annual Meetings. There shall be a meeting of the Association on the 3<sup>rd</sup> Tuesday of April of each year, commencing the year 2005, at 6:30 p.m. or at such other reasonable time and at such place (not more than sixty days before or after such date) as the Board of Directors may determine.

Section 3.2 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of Class A membership.

Section 3.3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than twenty (20) days before such meeting date, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. The Board of Directors shall determine the place of the meeting.

Section 3.4. Quorum. The presence at the meeting of members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. No such subsequent meeting shall be held more than thirty (30) days after the date of the original



called meeting, except as provided in the Declaration for special meetings called in regard to special assessments.

Section 3.5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, on a form approved by the Board of Directors, and filed with the Secretary of the Association prior to the issuance of ballots. Every proxy shall be revocable and shall be for no period greater than eleven (11) months.

Section 3.4. Member in Good Standing. Only members in good standing shall be entitled to cast votes or serve as a Member of the Board of Directors. A member is "in good standing" only if all assessments, affecting the member's lot or lots, are paid in full and there are no unsatisfied judgments against the member, in favor of the Association.

Section 3.6. Order of Business. Unless determined otherwise by the Board of Directors, the order of business at all meetings of the membership of the Association shall be as follows:

- a. Roll Call
- b. Proof of Notice of Meeting or Waiver of Notice
- c. Reading of Minutes of Preceding Meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Election of Directors
- g. Unfinished Business
- h. New Business
- i. Adjournment

#### ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 4.1. Number. The affairs of the Association shall be managed by a Board of three (3) directors who must be members in good standing with the Association or appointed by Declarant. The number of Directors may be changed by amendment of the Bylaws of the Association, but in no event shall be less than three

Section 4.2. Term of Office. Appointed Members of the Board of Directors shall serve until removed by Declarant or Class A member elected directors are elected to replace appointed directors. For so long as any director appointed by Declarant holds office, elected directors shall serve from the time of the election until the next annual meeting. At the first Annual Meeting after all appointed directors have been replaced with elected directors, one director shall be elected for a term of one year, one director shall be elected for a term of two years and one director shall be elected for a term of three years; thereafter at each annual meeting one director shall be elected for a period of three years. In the case of the resignation, removal, death or incapacity to serve of any of the aforesaid directors elected to office, by the members of the corporation, a special

meeting of the members entitled to elect such director shall be called to elect a successor to serve the balance of the term of said directors.

Section 4.3. Removal. Any Director elected by Class A members may be removed from the Board, with or without cause, by a majority vote of Class A members. Any Director appointed by Declarant may be removed only by Declarant.

Section 4.4 Compensation. No Director shall receive compensation for any service rendered to the Association; however, and Director may be reimbursed for reasonable expenses actually paid in the performance of the director's duties.

Section 4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee, by the Board of Directors and by the membership. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each Annual Meeting of members, to serve until the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 5.2. Election. Election to the Board of Directors shall be by secret ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. However, if the number of candidates does not exceed the number of director positions to be filled, the candidates may be elected by acclamation, through a voice vote.

#### ARTICLE VI. MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without the requirement of notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 6.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guest thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and other privileges of a member during any period in which such member shall be in default in the payment of any assessment and/or other fees levied by the Association. Such rights may also be suspended after notice of hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations or continuing violation of the standards established in the Declaration.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.
- (d) Declare the office of an elected member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (e) Enter into contracts with independent contractors or municipalities for police or security protection, fire protection, landscaping services, and sanitary services such as garbage collection.
- (f) Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.
- (g) Cause audited or unaudited reports of the business affairs of the Association to be prepared from time to time.

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Section 7.2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the Annual Meeting of the members, or at

any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

- (b) Supervise all officers, agents and employees of this Association.
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.
- (d) Procure and maintain adequate liability and hazard insurance on property owned and/or managed by the Association.
- (e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (f) Cause the Common Area, if any, to be maintained (including, but not limited to, any private streets, entry and gates serving the Properties).
- (g) Maintain landscaped areas described in or covered by the Declaration.

## ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board, and shall hold office until their replacements or successors are elected by the Board, or earlier upon resignation, removal or disqualification.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office without cause by the Board, at any time. Any officer may resign at any time, giving written notice to the Board, the President or Secretary. Such resignation shall take effect

on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in an officer may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 8.7. Multiple Offices. The offices of Vice President, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created, pursuant to Section 8.4 of this Article.

Section 8.8. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at meeting of the Board of Directors and of the membership, and shall sign all contracts, leases, mortgages, deeds and other written instruments.
- (b) Vice President. The Vice President shall act in the place and stead of the President in event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) Secretary. The Secretary shall be responsible for the recording of the votes and the keeping of minutes of all meetings and proceedings of the Board and of the Annual Meeting and Special Meetings of the membership, the service of notice of meetings of the Board and of the membership, the maintenance of appropriate and current records showing the members of the Association, together with their addresses and such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall be responsible for the receipt and deposit, in appropriate bank accounts, of all monies of the Association, and the disbursement of such funds as directed by resolution of the Board of Directors; the maintenance of proper books of account; the issuance of audited or unaudited financial statements of the Association's books to be prepared at the completion of each fiscal year; and the preparation an annual budget and statement of income and expenditures to be presented to the membership at its Annual Meetings, and delivery of copies (which delivery may be by mail or publishing same in the Association newsletter) of each to the members. Further, the Treasurer shall sign all promissory notes of the Association.

## ARTICLE IX. BOOKS AND RECORDS

Section 9.1. Books and Records. The books, records and papers of the Association, except for the personal files of each member for which disclosure may be prohibited by the Fair Debt Collection Act or other rule of law, shall at all times, during reasonable business ours, Monday through Friday, be subject to inspection by any

member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

## ARTICLE X. COMMITTEES

Section 10.1. Architectural Control Committee. When the Board of Directors of the Association is vested with the power and authority to appoint and remove members of the Architectural Control Committee, hereinafter sometimes called the "ACC", pursuant to the Declaration, the Board of Directors shall appoint an Architectural Control Committee, as provided by the Declaration. The ACC, regardless of who appointed its membership, shall prepare and adopt a written statement setting forth development and building standards and procedures for the implementation and enforcement of same, said statement to be called "Architectural Design Guidelines", shall perform such functions as directed by the Declaration, and shall advise the Board on all matters pertaining to the maintenance, sue, repair or improvements to the Properties. The ACC may have delegated to it, by the Board, such powers and duties as are necessary to enforce the Declaration. The actions of the ACC shall not conflict with the Declaration.

Section 10.2. Nominating Committee. The Board of Directors shall appoint, from time to time, a Nominating Committee as provided by these Bylaws.

Section 10.3. Other Committees. The Board shall appoint such other committees as it deems appropriate to carry out the purposes of the Declaration, the Articles of Incorporation and these Bylaws, and delegate to said committees such powers and duties required to execute and enforce the committee's responsibilities.

## ARTICLE XI. ASSESSMENT

Section 11.1. Assessment. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or the highest lawful rate, whichever is lower, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. ~~No Owner may waive or otherwise escape liability for assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.~~

## ARTICLE XII. NO CORPORATE SEAL

Section 12.1. No Corporate Seal Required. The Association shall not be required to have a corporate seal for any purposes. However, the Board of Directors may adopt a corporate seal if it so wishes.

## ARTICLE XIII. AMENDMENTS AND CONFLICTS

Section 13.1. Amendment. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of each class of members present in person or by proxy.

Section 13.2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation or these Bylaws, the Declaration shall control.

## ARTICLE XIV. FISCAL YEAR

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year, except for the year of incorporation when the fiscal year shall begin on the date of incorporation.

## ARTICLE XV. INDEMNIFICATION OF DIRECTORS, OFFICERS AND MANAGERS

Section 15.1. Indemnification. The Association shall indemnify every Director, Officer and Manager, his/her heirs, executors, administrators, personal representatives, successors, and assigns against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which he/she may be made a party by reason of being or having been a Director, Officer or Manager of the Association, except for matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Director, Officer or Manager in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Manager may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of, or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director, Officer or Manager of the Association, with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Declaration of Covenants, Conditions and Restrictions related to the Properties, as a member or Owner of a Lot covered thereby. The Association may obtain such insurance as the Board of Directors may deem advisable to cover the foregoing described matters.

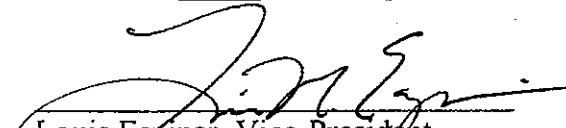
## ARTICLE XVI. DISSOLUTION

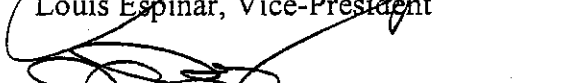
Section 16.1 Manner of Dissolution. The Corporation may be dissolved only with the assent given in writing and signed by sixty-seven percent (67%) of the Members of all then existing classes and with the written consent of the Class B Members. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets and/or the methods available to satisfy all outstanding indebtedness and obligations, shall be given to every Member at least ninety (90) days in advance of any meeting at which any such action may be taken.

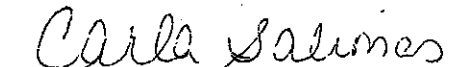


Section 16.2. Distribution of Assets. Upon dissolution of the Corporation, the assets both real and personal of the Corporation shall be applied and distributed in accordance with the provisions of Article 1396-6.02 of the Texas Non-Profit Corporation Act, as it may be amended from time to time.

IN WITNESS WHEREOF, we, being all of the initial Directors of MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_\_ day of April, 2004.

  
Louis Espinar, Vice-President

  
Jesse Murphy, President

  
Carla Salinas, Secretary/Treasurer

#### CERTIFICATE OF SECRETARY

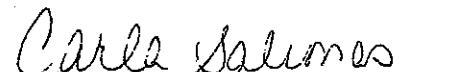
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of MEADOWS OF COPPERFIELD HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the initial Board of Directors thereof, held on the \_\_\_\_\_ day of April, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_ day of April, 2004.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

  
Carla Salinas, Corporate Secretary

JUL 24 2007



  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20070172701 Fees: \$88.00  
07/24/2007 2:20PM # Pages 19  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK