

Adrian J. Lee

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 1988, by and between COPPERFIELD COMMUNITY ASSOCIATION, INC. ("CCA") and WESTCREEK VILLAGE COMMUNITY ASSOCIATION, INC. ("Beneficiary").

WITNESSETH:

WHEREAS, CCA is a non-profit corporation organized under the laws of the State for Texas for the purpose of promoting the health, safety and welfare of the property owners, residents and tenants within Copperfield (as herein defined) and providing services for the overall benefit of such property owners, residents and tenants; and

WHEREAS, Beneficiary is either the owner of or has jurisdiction over a portion of the land within Copperfield and desires to enter into this Agreement with CCA to assure that the land over which Beneficiary has jurisdiction or which Beneficiary owns receives the services of CCA;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Definitions.

As used in this Agreement, the following terms are defined as follows:

- a. "Common Area" shall mean and refer to the tracts of land to which CCA holds unencumbered legal title or over which it has control, including:
 - (1) tracts of unpaved land within the right-of-way of State Highway 6 and tracts of unpaved land located adjacent to and on both sides of State Highway 6 right-of-way, said tracts being limited to the north by the most southerly line of the S.C. Rice Survey, A-655 and to the south by the centerline of Spencer road (FM 529), together with all improvements thereon except paving, public utilities and permitted private facilities;
 - (2) that tract of land known as Copperfield Community Park, being all of restricted Reserve "H" of Copperfield, Middlegate Village, Section One, a subdivision according to

the plat thereof recorded in Volume 288, Page 120, of the Harris County Map Records, together with all improvements thereon except public utilities and permitted private facilities;

- (3) West Road (east of State Highway 6) from State Highway 6 to the bridge, including setbacks and esplanades;
- (4) West Road (west of State Highway 6) from State Highway 6 to Chelsea, including setbacks and esplanades;
- (5) Logenbaugh (west of State Highway 6) from State Highway 6 to the entrance of Wheatstone, including setbacks and esplanades;
- (6) the northern side of FM 529 to the east and west boundaries of Copperfield Place.

b. "Copperfield" shall mean and refer to that area outlined in red on the plat attached hereto as Exhibit "A".

2. Security Services.

Unless the Board of Directors of CCA determines that adequate police security protection services are being provided by a political subdivision of the State of Texas having jurisdiction over Copperfield, CCA shall arrange for reasonable and adequate police security protection for the residents, property owners and tenants of Copperfield. Such police security protection shall consist of at least the following:

- a. Personnel employed by the Harris County Sheriff's Department, a Harris County Constable's Office or a private security service;
- b. Vehicles with two-way radio equipment for use by such personnel when on duty; and
- c. Coordination of the activities of such personnel in cooperation with the employing agency.

3. Common Areas.

CCA shall manage the common areas. Such common areas shall be available for the use and enjoyment of the residents, property owners and tenants of Copperfield.

4. Additional Facilities and Services.

CCA may make available additional facilities and services which it may deem necessary or beneficial for the general welfare of Copperfield, its residents, property owners, tenants and patrons.

5. Board of Directors of CCA.

Beneficiary acknowledges that CCA has entered into or intends to enter into agreements similar to this Agreement with other persons or entities owning or having jurisdiction over tracts of land in Copperfield. Upon execution of this Agreement, Beneficiary shall appoint one (1) person to serve on the Board of Directors of CCA. The person so appointed shall, at all times during his term as a member of the Board of Directors of CCA, be a member of the Board of Directors of Beneficiary. The person appointed by Beneficiary shall serve for a term of two (2) years, after which each successor shall be appointed by Beneficiary for a term of two (2) years. In the event of the death or resignation of the person so appointed to serve on the Board of Directors of CCA, or in the event that the person so appointed ceases to be a member of the Board of Directors of Beneficiary, Beneficiary shall appoint another person to serve on the Board of Directors for the unexpired term of his predecessor. The Board of Directors of CCA shall be composed of the person appointed by Beneficiary and the persons appointed by the persons and/or entities which enter into similar agreements with CCA.

6. Bylaws of CCA.

By execution of this Agreement, Beneficiary acknowledges the receipt of and agrees to be bound by all of the provisions of the Bylaws of CCA including, but not limited to, the provisions relating to the meetings, powers and duties of the Board of Directors of CCA, the costs and expenses of CCA, and the obligation of Beneficiary to contribute a prorata portion of the costs and expenses of CCA. All provisions of the Bylaws of CCA are hereby incorporated into this Agreement by reference.

7. Payments to CCA.

Beneficiary acknowledges that its failure to pay any assessment or costs to CCA when due and payable pursuant to the provision of the Bylaws of CCA shall entitle CCA to terminate this Agreement or suspend all or any portion of the services provided by CCA to the area of Copperfield owned or under the jurisdiction of Beneficiary and/or the rights of Beneficiary and its members to use the Common Areas. In the event of the suspension of any services provided to Beneficiary,

Beneficiary agrees to provide for the area of Copperfield which it owns or over which it has jurisdiction the same services which were being provided by CCA as of the date of suspension. If Beneficiary fails to promptly provide such services, CCA may, at its option, contract directly with the residents or members of Beneficiary to assure that such services are provided.

8. Third-Party Contracts for Services.

CCA shall at all times have the right to enter into contracts with third parties as it deems necessary or appropriate to provide services on behalf of the residents, property owners and tenants within Copperfield. All contracts entered into by CCA shall be approved by the Board of Directors of CCA prior to execution at a regular or special meeting of the Board of Directors or shall be approved as an action taken without a meeting as provided in the Bylaws of CCA.

9. Independent Contractor

It is understood and agreed that, by agreeing to pay a prorata portion of the costs and expenses of CCA pursuant to the provisions of this Agreement and its Bylaws, CCA shall not be considered by either party to be the employee or agent of Beneficiary. Rather, with regard to all services provided by CCA, CCA shall at all times be considered an independent contractor. Beneficiary acknowledges that it is only interested in the results of the services provided by CCA, not the manner in which the services are performed. Neither CCA nor its officers, directors, employees, contractors or agents shall be liable to Beneficiary or any of its members, if any, for any claims related to the performance or non-performance of any services by CCA and Beneficiary expressly waives all rights to initiate a suit or any other type of legal proceeding against CCA or its officers, directors, employees, contractors or agents for any such acts or omissions.

10. Compliance with Laws.

Both parties agree to comply with all laws and regulations applicable to this Agreement and all activities undertaken pursuant to the provisions of this Agreement.

11. Term.

This Agreement shall commence on date of execution and continue in effect for a period of twenty (20) years, after which this Agreement

shall be automatically extended for successive periods of ten (10) years. During the initial term of this Agreement, Beneficiary shall have the right to terminate this Agreement by delivering to CCA a written notice of termination signed by not less than seventy-five percent (75%) of the members of Beneficiary. Thereafter, Beneficiary shall have the right to terminate this Agreement by delivering to CCA a written notice of termination signed by not less than fifty percent (50%) of the members of Beneficiary.

12. Miscellaneous.

This Agreement supercedes any and all prior agreements between the parties. This Agreement may only be modified or amended by an instrument in writing signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

Copperfield Community Association, Inc.

Robyn E. Arnold
By: Robyn E. Arnold
Its: President

ATTEST:

C. Reardon
By: Cara Reardon
Its: Agent

WESTCREEK VILLAGE COMMUNITY ASSOCIATION, INC.
By: [Signature]
Its: PRESIDENT

ATTEST:

[Signature]
By: WALTER C. DIXON
Its: Agent

PLEASE RUSH

THIS MESSAGE INTENDED FOR:

NAME Patti Roy
LOCATION HMS Co.
PHONE 281-874-0414
FAX no 281-873-8345
DATE August 2, 2000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET -14

FROM HOUSTON, TEXAS

CHUCK BRANDMAN
713-978-2345
713-978-2111 (FAX)

Special Instructions:

CCA By-Laws & Articles of Incorporation ... as requested

BY-LAWS
OF
COPPERFIELD COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is COPPERFIELD COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Acreage Unit" shall include all land areas not included in recorded subdivision plats and shall specifically contain five (5) acres and be the equivalent of one (1) Lot or Commercial Unit or proportional fraction thereof (calculated to the nearest tenth) for purposes of voting rights and assessments in and by the Association.

Section 2. "Association" shall mean and refer to Copperfield Community Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board" shall mean and refer to the duly appointed Board of Directors of the Association.

Section 4. "Commercial Unit" shall include all land areas and Reserves other than Lots (see Section 10) in recorded subdivision plats and shall specifically contain ten thousand (10,000) square feet of land area which shall be the equivalent of one (1) Lot or proportional fraction thereof (calculated to the nearest tenth) for purposes of voting rights and assessment in and by the Association.

Section 5. "Common Areas" shall mean those areas to which the Association holds unencumbered legal title or over which it has control.

Section 6. "Community Association" shall mean any Community Association affiliated with the development of Copperfield other than the Association and which has contracted with the Association as hereinafter set forth.

Section 7. "Copperfield" shall mean that area outlined in red on the plat attached hereto as Exhibit "A".

Section 8. "Equivalent Unit" shall be used to refer to Lots, Commercial Units, and Acreage Units, as herein defined and to designate that each shall have equal value for purposes of voting rights and assessments as set forth herein (see Sections 1, 4 and 10).

Section 9. "Facilities and Services" shall include but not be limited to fire, medical and security facilities and services and such other facilities and services as the Association shall deem necessary or beneficial for the general welfare of Copperfield and those residing, working or owning property therein.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, but shall not mean or include any Common Area as herein defined.

Encl 2

Section 11. "Other Contracting Party" shall mean any party not a Community Association which is located within Copperfield and which has contracted with the Association as hereinafter set forth.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Composition of Board of Directors - The affairs of the Association shall be managed by a Board consisting of one (1) person appointed by each of the Community Associations in Copperfield provided, however, that the appointee is also a Director of the Community Association represented and that said Community Association has entered into a valid contract for services with the Association; and one (1) person appointed by each Other Contracting Party owning a minimum of fifty (50) or more acres of land in Copperfield not included within the boundaries of any Community Association.

Section 2. Term of Office - Each Director shall be appointed for a term not to exceed two (2) years.

Section 3. Compensation - No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director of the Association.

Section 4. Voting Power - Each Director shall have voting rights equal to the number of actual Equivalent Units represented by such Director which were in existence on December 31st of the prior year.

ARTICLE IV
MEETINGS OF DIRECTORS

Section 1. Regular Meetings - Regular meetings of the Board shall be held semiannually at such place and hour within Harris County as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday or on a weekend, then the meeting shall be held at the same place and hour on the first following business day.

Section 2. Special Meetings - Special meetings of the Board shall be held within Harris County when called by the President of the Association, or by any two Directors, upon not less than three (3) days notice to each Director.

Section 3. Quorum - Directors representing a majority of the total Equivalent Units shall constitute a quorum for the transaction of business. Every act or decision made by the Directors representing a majority of the Equivalent Units present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers - The Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, Facilities and Services and to establish reasonable penalties for the infraction thereof;

(b) suspend Facilities and Services and the right to the use of the Common Areas by those entitled to such usage by a Community Association or Other Contracting Party during any period in which such Community Association or Other Contracting Party shall be in default in the payment of any assessment levied by or payable to the Association;

(c) exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these By-Laws, the Articles of Incorporation, or the contracts with Community Associations and Other Contracting Parties; and

(d) employ a manager, independent contractors, and such employees it deems necessary.

Section 2. Duties - It shall be the duty of the Board to:

(a) keep a complete record of all its acts and corporate affairs;

(b) designate the duties of all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as may be more fully provided in the contracts with Community Associations and Other Contracting Parties, and without limiting the authority to negotiate and enter such contracts,

1. fix the amount of each Community Association's or Other Contracting Party's share of the Association's estimated annual budget; and

2. bill each Community Association or Other Contracting Party for payments due to the Association;

(d) procure and maintain adequate liability (including reasonable Directors and Officers liability insurance) and hazard insurance on property owned by the Association.

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) provide and maintain Common Areas, Facilities and Services within Copperfield;

(g) establish and enforce rules and regulations governing the use, operation, maintenance and control of all Common Areas, Facilities and Services;

(h) allocate the disbursement of funds received by the Association;

(i) limit use of Common Areas, Facilities and Services to Community Associations and Other Contracting Parties, but the Association shall have the power to waive this restriction when the Board deems necessary;

(j) if and when deemed necessary or appropriate, convey any Common Area to any public entity capable of maintaining and operating the same;

(k) contract with the Cypress-Fairbanks Volunteer Fire Department, or similar organizations established for similar purposes, to provide reasonable and adequate fire protection for the residents, property owners, and tenants of Copperfield;

(l) contract with an emergency medical organization to provide reasonable and adequate emergency medical and transportation services to the residents, property owners, and tenants of Copperfield; and

(m) contract with the Harris County Sheriff's Department, Harris County Constables, or a private security service to provide reasonable and adequate police security protection for the residents, property owners, and tenants of Copperfield.

ARTICLE VI COSTS

The costs and expenses of the Association shall be borne by the Community Associations and Other Contracting Parties on a prorata basis. The costs for fire protection, emergency medical service, and security protection shall be assessed to and paid by the Community Associations on the basis of actual Equivalent Units in existence within the boundaries of the Community Associations on December 31st of the year prior to the year in which the expenditures occur. All other costs including but not limited to landscape reserve maintenance, community park maintenance, and administration shall be assessed to and paid by the Community Associations and Other Contracting Parties on the basis of actual Equivalent Units in existence within the boundaries of the Community Associations and Acreage Units represented by the Other Contracting Parties on December 31st of the year prior to the year in which the expenditures occur.

Assessments made to the Community Associations and Other Contracting Parties will be due and payable by February 1st and become delinquent by March 1st of each year.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers - The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers - The election of officers shall take place at the first meeting of the Board held in each new fiscal year.

Section 3. Term - The officers of this Association shall be elected annually by the Board and shall hold office until their successors shall have been duly elected and qualified, unless they resign, or be otherwise disqualified to serve, in which case, the offices shall be declared vacant.

Section 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 5. Resignation and Removal - Any officer may be removed from office with or without cause by the Board or may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies - A vacancy in any office 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 replaced.

Section 7. Multiple Offices - The offices of 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 4 of this Article.

Section 8. Duties - The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, promissory notes, deeds and other written instruments.

Vice President

The Vice President shall act in the place and stead of the President in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as required by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate seal of the Association and affix it to all documents requiring said seal; serve notice of meetings of the Board; keep appropriate current records; and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; keep proper books of

account; provide an annual financial report of the Association's business; prepare an annual budget for approval by the Board; and provide a statement of income and expenditures to be presented to the Board at its regular meetings.

**ARTICLE VIII
COMMITTEES**

The Board of Directors may appoint such committees as it deems appropriate in carrying out its responsibilities.

**ARTICLE IX
BOOKS AND RECORDS**

The Articles of Incorporation, By-Laws, books, records and any and all correspondence of the Association shall be available at the principal office of the Association, during reasonable business hours, and shall be subject to reasonable inspection within such restrictions, guidelines and rules as may be established by the Board.

**ARTICLE X
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: COPPERFIELD COMMUNITY ASSOCIATION, INC.

**ARTICLE XI
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XII
PARTICIPATION**

Community Associations and Other Contracting Parties in Copperfield shall have the right to contract with the Association for Facilities and Services on a similar basis.

**ARTICLE XIII
AMENDMENTS**

These By-Laws may be amended at a regular or special meeting of the Directors by a vote of two-thirds of the total Equivalent Units. Proposed amendments must be submitted in writing

to all Directors not less than ten (10) days prior to the regular or special meeting at which the amendment is to be considered.

In witness whereof, we, being all of the Incorporators of COPPERFIELD COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 11th day of July, 1979.

R. D. Leonhard
R. D. Leonhard

A. C. Burkhalter, Jr.
A. C. Burkhalter, Jr.

T. R. Wussow
T. R. Wussow

FORM APPROVED JTB

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Leonhard, A. C. Burkhalter, Jr., and T. R. Wussow, Incorporators of COPPERFIELD COMMUNITY ASSOCIATION, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of July, A.D., 1979.

Veronica Ortiz
Notary Public in and for
Harris County, Texas

Veronica Ortiz
My Commission Expires:
Dec. 17, 1980

ARTICLES OF INCORPORATION
OF
COPPERFIELD COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS |
COUNTY OF HARRIS | KNOW ALL MEN BY THESE PRESENTS: THAT

We, the undersigned natural persons of the age of eighteen (18) years or more, all 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 (hereinafter called the "Association"):

ARTICLE I
CORPORATE NAME

This Association shall be known as COPPERFIELD COMMUNITY ASSOCIATION, INC. and by and under such name it shall conduct and transact all its business.

ARTICLE II
CORPORATE ADDRESS AND AGENT

The street address of the Association's initial registered office is 4550 Dacoma, Houston, Texas 77092, and the name of its initial registered agent at such address is B. P. Pierce.

ARTICLE III
CORPORATE STATUS

The Association is a non-profit corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed for the purposes of providing for community, civic and social welfare among the Villages comprising Copperfield in Harris County, Texas and to promote the health, safety and welfare of the residents within the above-described area and for this purpose to:

(a) enter into Contracts with the Village Community Associations and Other Contracting Parties within Copperfield for the purpose of providing such Village Community Associations and Other Contracting Parties with common areas, facilities and services of overall benefit to Copperfield residents and property owners in general, including, but not by way of limitation, security, fire protection, parks and recreation, and common area improvements and maintenance transcending Village Community Association boundaries;

(b) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Contracts;

(c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Contracts;

(d) pay 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;

(e) 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;

(f) borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(g) dedicate, sell or transfer all or any part of the parks, common areas and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors provided that no conveyance of any parks, common areas or facilities other than the granting of utility easements shall be permitted except to a public entity established for similar purposes as the Association or which shall be dedicated to the preservation of community purposes and interests and which is capable of maintaining and agreeing to maintain the same;

(h) participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

(i) establish and enforce rules and regulations governing the use, operation, maintenance, control, and disposition of property to which the Association holds title or to which control is vested in the Association; and

(j) be able 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 now or hereafter may have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the Association to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Act.

ARTICLE V

MEMBERSHIP

The Association shall have no members.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors composed of such number of persons and for such terms as may be fixed by the By-Laws of the Association. The Directors shall continue to serve until their successors are selected and qualified in the manner provided in the By-Laws of the Association. The names and addresses of the persons who are to serve as the initial Directors and constitute the initial Board of Directors of the Association until such time as the aforesaid Directors shall have been qualified to serve are:

<u>NAME</u>	<u>ADDRESS</u>
R. F. Bradley	4550 Dacoma St., Houston, TX 77092
D. R. Breeland	4550 Dacoma St., Houston, TX 77092
A. C. Burkhalter, Jr.	4550 Dacoma St., Houston, TX 77092
J. F. Hartwell	4550 Dacoma St., Houston, TX 77092
T. R. Wussow	4550 Dacoma St., Houston, TX 77092

ARTICLE VII
AMENDMENTS

Amendment of these Articles shall require the affirmative vote of not less than two-thirds (2/3) of the Directors.

ARTICLE VIII
DURATION

The Association shall exist perpetually.

ARTICLE IX
DISSOLUTION

The Association may be dissolved upon the affirmative vote of not less than two-thirds (2/3) of the Directors. Upon

dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X
INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
R. D. Leonhard	4550 Dacoma St., Houston, TX 77092
A. C. Burkhalter, Jr.	4550 Dacoma St., Houston, TX 77092
T. R. Wussow	4550 Dacoma St., Houston, TX 77092

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 5th day of June, 1979.

R. D. Leonhard

 R. D. Leonhard

A. C. Burkhalter, Jr.

 A. C. Burkhalter, Jr.

T. R. Wussow

 T. R. Wussow