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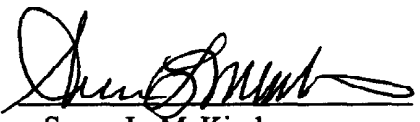
20

**AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

KNOW ALL MEN  
BY THESE PRESENTS:

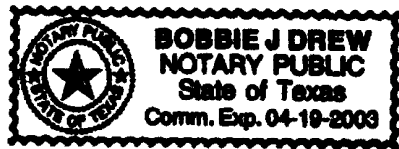
WHEREAS, the attached documents are true and correct copies of the dedicatory instruments for Indigo Ranch Property Owners' Association, Inc. and are being filed in the Real Property Records of MONTGOMERY County pursuant to Section 202.006 of the Texas Property Code, hereto attached as exhibit "A". That the property affected by these documents is set out on the recorded map or plat thereof for all Sections of Indigo Ranch being a subdivision of 520.178 acres in the Alex Barron Survey, A-93, S.J. McFarland Survey, A-363, the George H. Bringhurst Survey A-86 and the Peter Mitchell Survey, A-378, Montgomery Country, Texas according to the plat recorded on the 31<sup>st</sup> day of March 1999, in Cabinet L, Sheet(s) 175-178, of the Map Records of Montgomery County.


By:   
Printed Name: Susan L. McKirahan  
Title: Secretary & Managing Agent

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

BEFORE ME, the undersigned authority, on this day personally appeared Susan L. McKirahan, whose position is Secretary and Managing Agent of Indigo Ranch Property Owners' Association, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that Susan L. McKirahan executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28<sup>th</sup> day of December, 1999.



  
Notary Public in and for  
The State of Texas

After recording return to:  
Indigo Ranch P. O. A.  
c/o: CKM Property Management, Inc.  
P. O. Box 690845  
Houston, Texas 77269-0845

SDR-CH



638-00-0962

The State of Texas

Secretary of State

OCT. 26, 1999

SUSAN L. MCKIPAHAN/CKM PROPERTY MANAGEMENT  
P O BOX 690845  
HOUSTON TX 77269-0845

RE:  
INDIGO PANCH PROPERTY OWNERS' ASSOCIATION  
CHARTER NUMBER 01555503-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

Elton Bomer, Secretary of State

EXHIBIT "A"

SDR-CH



638-00-0963

The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

INDIGO RANCH PROPERTY OWNERS' ASSOCIATION  
CHARTER NUMBER 01555503

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED OCT. 25, 1999

EFFECTIVE OCT. 25, 1999



A handwritten signature in cursive script, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State



638-00-0964

**Office of the Secretary of State  
Statutory Filings Division  
Corporations Section**

**P.O. Box 13697  
Austin, Texas 78711-3697  
(512) 463-5555**

**Enclosed is evidence of the business organization filing which you recently made with this office. Although you may have received a certificate stating that a copy of your filing was attached to the certificate, newly enacted legislation effective September 1, 1997, allows us to accept the document for filing when only a single copy is furnished, but directs that the certificate be returned without a duplicate copy attached. In the future, if you wish to receive a file stamped copy, you should enclose a duplicate copy when the filing is delivered to us.**

638-00-0965

**ARTICLES OF INCORPORATION  
OF  
INDIGO RANCH  
PROPERTY OWNERS' ASSOCIATION**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under that Texas Non-Profit Corporation Act, Tex. Civ. Stat. Ann. Article 1396-1.01 et seq., as it may be amended, do hereby adopt the following Articles of Incorporation of such corporation:

**ARTICLE I**

**NAME**

The name of the corporation is INDIGO RANCH Property Owners' Association ("Association").

**ARTICLE II**

**NONPROFIT CORPORATION**

The Association is formed as a non-stock, non-profit corporation under the provisions of the Texas Non-Profit Corporation Act, Article 1396-1.01, et seq. The Association does not contemplate pecuniary gain or profit to its Members (as defined in Article VII hereinbelow) and is organized for non-profit purposes. Upon dissolution, all of the Association's assets shall be distributed to the State of Texas, or to an organization exempt from taxes under the Internal Revenue Service code Section 501C(3).

**ARTICLE III**

**PRINCIPAL BUSINESS ADDRESS**

The mailing address of the principal business address of the Association is P. O. Box 690845, Houston, Texas 77269-0845.

638-00-0966

**ARTICLE IV**

**DURATION**

The period of duration of the Association shall be perpetual.

**ARTICLE V**

**PURPOSES**

The purposes for which the Association is organized are as follows:

- (a) To be and constitute the Association described in the Declarations of Covenants, Conditions and Restrictions for INDIGO RANCH, being a Subdivision of 520.178 acres of land situated in the Alex Barron Survey, A-93, S.J. McFarland Survey, A-363, the George H. Bringhurst Survey, A-86 and the Peter Mitchell Survey, A-378, Montgomery County, Texas according to the plat of said Indigo Ranch, recorded in the office of the County Clerk of Montgomery County, Texas on the 31st day of March, 1999, after having been approved as provided by law, and being recorded under in Cabinet L, Sheet(s) 175-178, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and as amended from time to time, and in any other Declaration of Covenants, Conditions and Restrictions filed for record for any additional section in the INDIGO RANCH Development. The term Declaration, as used hereafter, means the foregoing declarations, individually or collectively, as indicated by the context.
- (b) To perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Restrictions and the Bylaws ( as defined in Article VI hereinbelow), and as provided by law; and
- (c) To further the interests of the owners of property subject to the Restrictions.

**ARTICLE VI**

**BYLAWS**

The Bylaws of the Association ("Bylaws") shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

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**ARTICLE VII**

**POWERS**

The powers of the Association shall include and be governed by the following provisions:

- (a) The Association shall have all of the powers of a non-profit corporation under Texas law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles of Incorporation, the Bylaws, and the Restrictions, including, without limitation, the power:
  - (i) subject to the provisions set forth in the Restrictions to fix, collect, and enforce payment, by any lawful means, of assessments and other charges to be levied against the property subject to the Restrictions and to use the proceeds therefrom for the purposes set forth in the Restrictions, these Articles of Incorporation and the Bylaws;
  - (ii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Restrictions or Bylaws;
  - (iii) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Restrictions;
  - (iv) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Restrictions or Bylaws;
  - (v) to borrow money for any purpose, subject to such limitations as may be contained in the Restrictions or Bylaws;
  - (vi) to enter into, make, perform, or enforce contracts of every kind and description; and
  - (vii) To do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, association, or other entity or agency, public or private.

638-00-0968

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law, the powers specified in each of the paragraphs of these Articles of Incorporation are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of these Articles of Incorporation.

- (b) The Association shall make no distributions of income to its Members, Directors, or Officers.

## **ARTICLE VIII**

### **MEMBERS**

- (a) Subject to the provisions of the Restrictions, the owners of property subject to the Restrictions shall be members of the Association ("Members") and shall be entitled to vote as set forth in the Restrictions and Bylaws.
- (b) Change of membership in the Association shall be established by recording in the Official Public Records of Real Property of Montgomery County, Texas, a deed or other instrument establishing record title to real property subject to the Restrictions. Upon such recordation, the owner designated by such instrument shall become a Member of the Association and the membership of the prior owner shall be terminated.
- (c) A Member's privileges and rights in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of property owned by such Member.

## **ARTICLE IX**

### **BOARD OF DIRECTORS**

- (a) The qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors shall be provided in the Bylaws. The initial Board of Directors shall consist of three persons. The number of directors may be increased or

638-00-0969

decreased by amendment of the Bylaws. The initial Board of Directors shall consist of the following persons at the following addresses:

Blair Bachman                      3860 West N. W. Hwy.; Ste. 230  
Dallas, Texas 75220

Kirk Wilhelm                      3860 West N. W. Hwy.; Ste. 230  
Dallas, Texas 75220

Perry Prince                      3860 West N. W. Hwy.; Ste 230  
Dallas, Texas 75220

- (b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of directors shall be set forth in the Bylaws.
- (c) The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

**ARTICLE X**

**LIABILITY OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS**

To the fullest extent that Texas law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member of the Association for or with respect to any acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

**ARTICLE XI**

**INCORPORATOR**

The name and address of the incorporator of the Association is:

Blair Bachman                      3860 West NW Hwy, Ste. 230  
Dallas, Texas 75220

638-00-0970

**ARTICLE XII**

**REGISTERED AGENT AND OFFICE**

The Association hereby appoints Susan L. McKirahan, C.K.M. Property Management, Inc., as its lawful registered agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon the Association. The registered office of the Association for service of process is:

Susan L. McKirahan  
C.K.M. Property Management, Inc.  
8030 Durklyn  
Houston, Texas 77070

Corporate Mailing Address:  
P. O. Box 690845  
Houston, Texas 77269-0845

The Board of the Association may, at any time, appoint another agent for such purpose and the filling of such appointment shall revoke this or any other previous appointment of such agent.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Blair Bachman, Incorporator

***ACKNOWLEDGEMENT***

STATE OF TEXAS                    )(

COUNTY OF MONTGOMERY        )(

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Blair Bachman.

\_\_\_\_\_  
Notary Public, State of Texas

*original filed  
with Secretary of State  
Austen was*

638-00-0971

**BY-LAWS OF  
INDIGO RANCH  
PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**Members - (Owners)**

Section 1. Eligibility. Membership in Indigo Ranch Property Owners' Association, Inc. ("Association") shall be as set forth in the Articles of Incorporation of the Association ("Member(s)").

Section 2. Regular Meetings. The regular annual meeting of Members shall be held on such date and at such place and time as designated by the Board of Directors in written notice given to all Members at least ten (10) days, but no more than thirty (30) days, prior to the date of such meeting for the purpose of electing the Board of Directors of the Association in accordance with Article II, Section 1 hereinbelow and for the transaction of other business of the Association as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or upon petition signed by a majority of Members and presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. A meeting called by a majority of the Members shall be held within thirty (30) days of receipt of the petition by the Secretary.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Member at the address given to the Board of Directors for such purpose or at the last known address if no address was so given to the Board of Directors.

Section 5. Voting. Voting by the Members shall be in person or by proxy.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least five percent (5%) of the votes entitled to be cast at such meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members and in the absence of such rules, Robert's Rules of Order shall be used.

Section 8. Proxies. Votes may be cast by the Members either in person or by proxy. All proxies shall be in writing and signed and dated by the person or persons entitled to vote. In no event shall any proxy be valid for a period longer than eleven (11) months from the date of its execution, unless otherwise provided therein. A proxy shall be revocable in writing at any time in

638-00-0972

the sole discretion of the Member who executed it. If a lot is owned by more than one (1) person, a proxy must be signed by one designated owner for the proxy to be valid.

Section 9. Waiver and Consent. Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws, the meeting and vote of Members may be dispensed with, and the matter(s) in question may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted by all of the Members consent in writing to dispense with the meeting and to vote upon the matter(s) in question by mail-in ballot. Mail-in ballots may accompany the required consent of Members, and may be completed and returned simultaneously therewith.

## ARTICLE II

### Board of Directors

Section 1. Number, Election and Term of Office. The initial Board of Directors of the Association ("Board of Directors" or "Board"), shall consist of three (3) members ("Director(s)"), as stated by the Articles of Incorporation recorded with the Secretary of State effective [insert after nnnIncorp is filed] (the "Incorporator").

At the first annual members meeting five (5) Directors shall be elected by the vote of Members and shall serve the following terms: two (2) of the first Directors so elected shall serve for an initial term of three (3) year, two (2) of the first Directors so elected shall serve for an initial term of two (2) years, and the remaining Director first elected shall serve for an initial term of one (1) years. All Directors who serve after the terms of the initial Board of Directors shall serve three (3) years. Those candidates for election as Director receiving the greatest percentage of the votes either in person or by proxy shall be elected to serve until their term expires.

Section 2. Qualifications. Each Director shall be a Member in good standing of the Association. If a Member is a trustee of a trust, a Director may be a beneficiary of such trust; or if Member is a corporation, a Director may be an officer, partner or employee of such Member. If an elected Director shall cease to meet such qualifications during his term, and/or if he is in violation of the Declarations and any amendments thereto, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board by reason of resignation, removal or incapacity of an elected Director shall be filled by majority vote of the remaining Directors thereof. Any Director appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, at any time after receiving notice from the Secretary of State of the filing of the Articles of Incorporation. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally, by mail or by fax. Any

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Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any elected Director may be removed from office for cause by a majority vote of the Directors or Members entitled to vote at any annual or special meeting of the Association, duly called. Any appointed Director may be removed by the Developer for any reason while the Developer is still active in the subdivision. Any Director missing three or more Board of Director meetings can be removed by a majority of the Directors at a meeting of the Association, duly called.

Section 6. Meetings by Telephone Conference. Both annual and special Board meetings may be conducted by telephone conference. To the extent permitted by law, any Director who is not physically in attendance at any meeting of the Board of Directors, but who is in telephone contact with the other Directors during such meeting and is thereby able to participate in the discussions, reports, debates, votes and other matters conducted thereat, shall be deemed to be in attendance at said meeting for all purposes, including but not limited to the purpose of creating a quorum.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members. Nothing contained herein shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 8. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting, one or more times, to a subsequent time, date and place.

Section 9. Voting. The vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall constitute the decision of the Board of Directors.

Section 10. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs and attain the purposes of the Association;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Elements");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Elements, and to amend such rules and regulations from time to time;

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(e) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment voucher or delegate such approval to the officer or agent;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) to collect all assessments and charges provided for in any covenants and restrictions imposed in Bridlewood Estates Subdivision at such time as Developer assigns said right to the Association pursuant to the restrictions, and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association;

(j) to enforce all covenants and restrictions imposed in Bridlewood Estates;

(k) to establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to enter such leases of portions of the Common Elements as the Board may deem advisable;

(n) to exercise all powers and duties of a Board of Directors referred to in these Bylaws;

(o) to obtain insurance coverage as may be deemed advisable by the Board of Directors;

(p) to establish budgets and long range plans as may be deemed advisable by the Board of Directors, and

(q) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

638-00-0975

### ARTICLE III

#### Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year or until such officer's successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer which was succeeded. Any officer may be removed for cause at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

### ARTICLE IV

#### Indemnification

Section 1. General. To the fullest extent permitted by law the Association shall indemnify and hold harmless each of its Directors, officers and each member of any committee appointed pursuant to the Bylaws of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, on behalf of the owners or arising out of their status as Directors, officers or committee members, unless any such

638-00-0976

contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, or committee member may be involved by virtue of such persons being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

## ARTICLE V

### Amendments

These Bylaws may be amended at a regular or special meeting of the Board by a vote of the majority of a quorum of the Board Members present in person; and the provisions of these Bylaws which are covered by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Nonprofit Corporation Act or any other Texas law, such Act or law shall control.

638-00-0977

**INDIGO RANCH  
ARCHITECTURAL CONTROL COMMITTEE**

c/o C.K.M. Property Management, Inc.  
P.O. Box 690845, Houston, Texas 77269-0845

REVIEW FEE \$70.00

**PLAN REVIEW APPLICATION**

Check \_\_\_\_\_ Cash \_\_\_\_\_

1. **APPLICANT INFORMATION (Complete)**

Date: \_\_\_\_\_

A. Owner: \_\_\_\_\_ Phone:(H) \_\_\_\_\_ (O) \_\_\_\_\_

B. Current Mailing Address: \_\_\_\_\_

C. Address after completion: \_\_\_\_\_

New Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

D. Builder: \_\_\_\_\_ Phone: \_\_\_\_\_

E. Address: \_\_\_\_\_

F. Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

G. Description of Improvements: \_\_\_\_\_

H. Square Footage: \_\_\_\_\_

I. Exterior Materials: \_\_\_\_\_

J. Exterior Colors: \_\_\_\_\_ Roof Color: \_\_\_\_\_

K. Start Date: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

L. List the building set back lines (B.L) which effect your lot:

Side (Right)(25') \_\_\_\_\_ ft. Side (Left)(25') \_\_\_\_\_ ft.

Front (75') \_\_\_\_\_ ft. Back (25') \_\_\_\_\_ ft.

M. List easements that affect the lot:

Utility (U.E.) \_\_\_\_\_ : \_\_\_\_\_ ft. Circle: Side (**Right or Left**) Front Back

Drainage (D.E.) \_\_\_\_\_ : \_\_\_\_\_ ft. Circle: Side (**Right or Left**) Front Back

Special Permit

(S.P.E.) \_\_\_\_\_ : \_\_\_\_\_ ft. Circle: Side (**Right or Left**) Front Back

**Note:** Street right-of-ways are 60' and cul-de-sac radii are 50'.

Additional Information/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PLAN REVIEW PROCESS**

All site or building construction or alterations or additions thereto, requires approval in writing from the Architectural Control Committee (ACC) prior to construction. (See Deed Restrictions for more details)

638-00-0978

Please fill out the attached application form and submit one (1) set of complete plans and specifications. These plans will be kept until the home is completed. Include your check for \$70.00 payable to C.K.M. Property Management, Inc.

Plans may be mailed to:  
C.K.M. Property Management, Inc.  
P. O. Box 690845  
Houston, TX 77269-0845

The plan application requirements are as follows:

1. All plans with a copy of the county building/septic permit will be submitted to the Architectural Control Committee.
2. It is the owners' responsibility to determine all easements and setbacks that exist upon their property. No construction should occur within these easements.
3. If construction is not completed after plans have been approved within 6 months an extension will need to be obtained, provided no changes have been made to the original design. If changes have been made to the original design the Plan Review Application will have to be changes are made to the original design, the Plan Review Application will have to be resubmitted. All building and septic permits must be in effect at the time of construction.
4. The Architectural Control Committee has 20 days from final submittal of plans and permits to approve the plans and authorize commencement of construction.
5. All INDIGO RANCH Maintenance Assessments must be current.
6. All improvements, modifications, and alterations require ACC approval. This covers new construction as well as, but not limited to, additions, fences, porches, storage buildings, pools and change in house colors.

#### **RESIDENTIAL PLAN STANDARDS**

All plans and specifications should be drawn in a professional manner. An architect or designer is not required, but recommended for generally better design results. Our plan standards are as follows:

1. Plan(s) - A floor plan to show the dimensions of lot and distance from house to lot on all sides.
2. Floor Plan(s) - A floor plan to show the dimensions and location of all rooms, patios, balconies, garages, curb cuts, driveways, septic tank drain fields, if any, walks, fences and structures at each level. Window sizes, electrical, gas and plumbing fixtures must also be shown. Draft at an architectural scale (1/4" = 1'0").
3. Elevations - An elevation of each side (4) is required to show exterior materials, floor and slab heights and roof slopes. Draft an architectural scale (1/4" = 1'-0").
4. Specifications - List all specifications relating to slab design, structural framing, quality of exterior materials, colors, textures and shape.

638-00-0979

5. **Basis of Approval** - Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony with external design and of location with neighboring structures and sites and conformity to both the specific and general intent of the restrictions.

All plans will be reviewed in a timely manner and returned to the name and address on the Plan Review Application.

### **BUILDER/CONTRACTOR/OWNER CONSTRUCTION REQUIREMENTS**

1. The owner/contractor will attach a list of subcontractors and suppliers with a telephone number and address with this application form.
2. The burning of brush, trees, or construction materials will be allowed on site only with the approval of the district marshal (259-7156).
3. The work site needs to be kept clean. The contractor is to insure all trash and debris are removed before each weekend.
4. Contractors are responsible for keeping mud, dirt, etc. off the roadway. Contractors will be responsible for repair to any road shoulders or ditches damaged during the course of construction. No dumping or burning of debris is allowed in the road right of way.
5. One portable toilet is required for each construction site requiring more than seven (7) days construction.
6. Observe all posted speed limits and other signage.
7. No dumping or cleaning of cement trucks is allowed within INDIGO RANCH. Dumping on site may be allowed by contractor if removed and site is cleaned up within three (3) days.
8. Design of roadside drainage ditches must not be altered. The minimum size of the culvert shall be eighteen inches (18") in diameter with not less than 1.75 sq. ft. waterway opening. The inside bottom of the culvert must be even with or slightly below the level of the ditch. The culvert must be installed and properly covered before site preparation and construction begins.
9. Building Inspections will be performed periodically throughout the building period.

### **INSPECTION PROCESS**

1. **Site Inspections:**

Stake Building corners and ribbon with engineering tape. The builder/owner must satisfy the ACC that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur. Tree removal should be in building area only, other trees removed outside of build area must be approved.

638-00-0980

2. **Forms Inspection:**

A FORMS SURVEY is required and must be provided to the ACC for use in a forms inspection. The builder/owner must satisfy the ACC that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur. The survey must be given to the ACC before the slab is poured.

3. **Periodic Inspection:**

Performed by ACC to assure compliance of utility easement, drainage easements, flowage easements and set backs. To assure compliance of all building requirements such as disposal of debris, burning of debris and all other requirements made on the builder/owner by the ACC.

4. **Final Inspection:**

Prior to occupancy, the ACC will review the site after completion of construction. Included are decking, walkways, painting, landscaping and other items necessary to present an aesthetic condition on the lot.

5. **Red Tag:**

If for any reason a structure is deemed not to be in compliance with approved plans, a red tag will be placed on the site. This red tag will require the cessation of construction until the item(s) listed on the tag is complied with and the ACC has approved the continuation of construction.

Other permits or approvals may be required from City, County, or other Governmental entities. It is the responsibility of the owner to obtain all required approvals.

Failure to comply with the above inspections can result in fines and legal action.

By signing below, applicant authorizes the Architectural Control Committee or its agent to enter upon and inspect the Lot and structure thereon during regular business hours for the purpose of ascertaining whether said Lot and structure thereon are in compliance with the Restrictions and the approved plans and specifications. Neither the Architectural Control Committee nor its agent shall be deemed to have committed a trespass by reason of such entry or inspection.

Owner agrees and understands that approval of plans and specifications by the Architectural Control Committee shall not be relied upon by any person or entity as to the sufficiency, suitability, fitness, workmanship or quality of the design or construction of the improvements.

Neither the Architectural Control Committee, Property Owners Association, C.K.M. Property Management, Inc., or any of their respective members, officers, directors, shareholders, employees, or agents shall be liable because of the approval or non-approval of any improvement.

Owner's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Builder's signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(For ACC Use)

