



# The State of Texas

Secretary of State  
JULY 1, 1997

KAREN H GORDON--MCDONALD SANDERS  
777 MAIN ST., 1300 CONTINENTAL PLAZA  
FT WORTH TX 76102

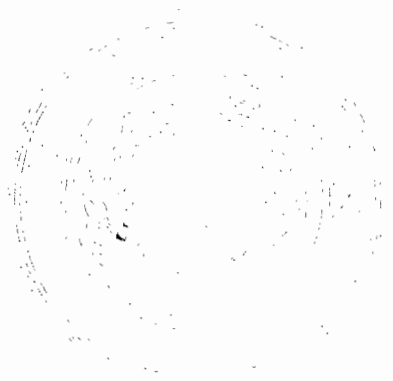
RE:  
RIDGLEA COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC.  
CHARTER NUMBER 00273739-01

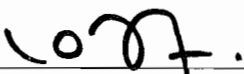
IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF MERGER.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

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



  
Antonio O. Garza, Jr., Secretary of State



The State of Texas

Secretary of State

CERTIFICATE OF MERGER

OF NON-PROFIT CORPORATIONS INTO

RIDGLEA COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF MERGER OF

ALLEN PLACE ADDITION HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION

INTO

RIDGLEA COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION

DULY SIGNED AND VERIFIED PURSUANT TO THE PROVISIONS OF THE TEXAS NON-PROFIT CORPORATION ACT, 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 MERGER.

DATED JUNE 30, 1997

EFFECTIVE JULY 1, 1997 AT 12:01 A.M.

A handwritten signature in black ink, appearing to read "Antonio O. Garza, Jr.", written over a horizontal line.

Antonio O. Garza, Jr., Secretary of State

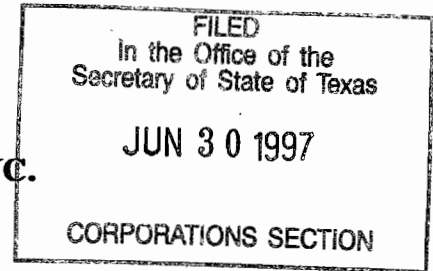
**ARTICLES OF MERGER**

**OF**

**ALLEN PLACE ADDITION  
HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**

**INTO**

**RIDGLEA COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**



Pursuant to the provisions of Article 5.04 of the Texas Non-Profit Business Non-Profit Corporation Act, Allen Place Addition Homeowners Association, Inc., a Texas non-profit corporation, including Allen Place Association to the extent it currently exists, such that any reference herein to Allen Place Addition Homeowners Association, Inc. includes Allen Place Association, (collectively referred to as the "Merging Corporation"), and Ridglea Country Club Estates Homeowners Association, Inc., a Texas non-profit corporation (the "Surviving Corporation"), do hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation with and into the Surviving Corporation in accordance with the provisions of Article 5.01 of the Texas Non-Profit Business Corporation Act:

1. The name and state of incorporation of each of the constituent corporations are:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Allen Place Addition Homeowners Association, Inc.	Texas
Ridglea Country Club Estates Homeowners Association, Inc.	Texas

2. The name of the Surviving Corporation is Ridglea Country Club Estates Homeowners Association, Inc., and such corporation is to be governed by the laws of the State of Texas.

3. The Plan and Agreement of Reorganization By Merger is attached hereto and incorporated by reference into these Articles as Exhibit "1."

4. A copy of the merger resolutions adopted by the Board of Directors of the Surviving Corporation approving the merger of the Merging Corporation into the Surviving Corporation is attached to and incorporated by reference into these Articles as Exhibit "2." The resolution was approved on May 27, 1997.

5. Ridglea Country Club Estates Homeowners Association, Inc. is a corporation in which management is vested in the members. The attached Plan and Agreement of Reorganization By Merger was submitted to vote and adopted at a meeting of members held on June 24, 1997. The Plan received at least two-thirds (2/3) of the votes that members of the Merging Corporation present at the meeting were entitled to cast.

6. Allen Place Addition Homeowners Association, Inc. is a corporation in which management is vested in the members. The attached Plan and Agreement of Reorganization By Merger was submitted to vote and adopted at a meeting of members held on June 24, 1997. The Plan received at least two-thirds (2/3) of the votes that members of the Surviving Corporation present at the meeting were entitled to cast.

7. The Plan and Agreement of Reorganization By Merger was duly authorized by all actions required by the laws under which the Surviving Corporation and the Merging Corporation are incorporated, being the laws of the State of Texas, and by their respective constituent documents.

8. This merger is to be effective as of 12:01 a.m. on July 1, 1997, as allowed by the provisions of Sections 10.03 and 5.05 of the Texas Non-Profit Business Corporation Act.

9. The Surviving Corporation will be a non-profit corporation.

Dated this 24th day of June, 1997.

**THE SURVIVING CORPORATION:**

**RIDGLEA COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

By: Bronson C. Davis  
Bronson C. Davis, President

**THE MERGING CORPORATION:**

**ALLEN PLACE ADDITION  
HOMEOWNERS ASSOCIATION, INC.**

By: Steven D. Porter  
Steven D. Porter, President

**PLAN AND AGREEMENT OF REORGANIZATION**

**BY MERGER OF**

**ALLEN PLACE ADDITION  
HOMEOWNERS ASSOCIATION, INC.**

**INTO**

**RIDGLEA COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

**UNDER THE NAME OF**

**"RIDGLEA COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION, INC."**

This is a Plan and Agreement of Merger between Allen Place Addition Homeowners Association, Inc., a Texas non-profit corporation, including Allen Place Association to the extent it currently exists, such that any reference herein to Allen Place Addition Homeowners Association, Inc. includes Allen Place Association, sometimes collectively referred to in this Agreement as the "Disappearing Corporation," and Ridglea Country Club Estates Homeowners Association, Inc., a Texas non-profit corporation, sometimes referred to in this Agreement as the "Surviving Corporation." The parties to this Agreement are collectively referred to in this Agreement as the "Constituent Corporations."

**ARTICLE 1**

**PLAN OF MERGER**

**Adoption of Plan**

1.01. A plan of reorganization by merger of Allen Place Addition Homeowners Association, Inc. and Ridglea Country Club Estates Homeowners Association, Inc., pursuant to the provisions of Articles 1396—5.01 et seq. of the Texas Non-Profit Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Allen Place Addition Homeowners Association, Inc. shall be merged into Ridglea Country Club Estates Homeowners Association, Inc. to do business and be governed by the laws of the State of Texas.

(b) The name of the Surviving Corporation shall be: Ridglea Country Club Estates Homeowners Association, Inc.

**EXHIBIT**

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(c) When this Agreement becomes effective, the existence of Allen Place Addition Homeowners Association, Inc. as a distinct entity shall cease. At that time, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Allen Place Addition Homeowners Association, Inc. and the Surviving Corporation shall be subject to all the debts and liabilities of Allen Place Addition Homeowners Association, Inc. in the same manner as if the Surviving Corporation had itself incurred the debts and liabilities. All rights of creditors and all liens on the property, if any, of Allen Place Addition Homeowners Association, Inc. shall remain in force with respect to property affected by such liens immediately prior to the merger.

(d) The Surviving Corporation shall carry on business with the assets of the Constituent Corporations as these corporations existed immediately prior to the merger.

(e) The Declaration of Covenants, Conditions and Restrictions for Allen Place Addition, located and beginning at Volume 10565, Page 1382, and any amendments thereto, in the Deed Records of Tarrant County, Texas, are not in any way changed, modified or amended as a result of the Merger.

#### **Effective Date**

1.02. The effective date of the merger, referred to in this Agreement as the "Effective Date," shall be July 1, 1997, at 12:01 a.m.

### **ARTICLE 2**

#### **REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

##### **Disappearing Corporation**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Allen Place Addition Homeowners Association, Inc. represents and warrants to the Surviving Corporation as follows:

(a) Allen Place Addition Homeowners Association, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. Allen Place Addition Homeowners Association, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and the Bylaws of Allen Place Addition Homeowners Association, Inc., if such Bylaws have been promulgated, including all amendments effective as of the date of this Agreement, have been delivered to Ridglea Country Club Estates Homeowners Association, Inc., and are complete and correct.

(b) Allen Place Addition Homeowners Association, Inc. has furnished the Surviving Corporation with the (unaudited) balance sheet of Allen Place Addition Homeowners Association, Inc. as of December 31, 1996, and all books and records of Allen Place Addition Homeowners Association, Inc.

Specifically, but not by way of limitation, the Balance Sheet discloses all of the debts, liabilities, and obligations of any nature, whether absolute, accrued, or contingent of Allen Place Addition Homeowners Association, Inc. at the Balance Sheet Date.

(c) All required federal, state, and local tax returns of Allen Place Addition Homeowners Association, Inc. have been accurately prepared and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns, have been paid. Allen Place Addition Homeowners Association, Inc. has not been delinquent in the payment of any tax, assessment, or governmental charge. Allen Place Addition Homeowners Association, Inc. has never had any tax deficiency proposed or assessed against it, other than as described herein. The federal income tax returns of Allen Place Addition Homeowners Association, Inc. have never been audited by governmental authorities.

(d) Since the dates the financial statements were provided to Ridglea Country Club Estates Homeowners Association, Inc., there has not been any material adverse change in the financial condition, business, and assets or other properties of Allen Place Addition Homeowners Association, Inc. that alters or impairs the ability of Allen Place Addition Homeowners Association, Inc. to conduct its business.

(e) To its knowledge, no actions, claims, suits, or other legal proceedings are pending or threatened against Allen Place Addition Homeowners Association, Inc.

### **Surviving Corporation**

2.02. As a material inducement to Allen Place Addition Homeowners Association, Inc. to execute and perform its obligations under this Agreement, Ridglea Country Club Estates Homeowners Association, Inc. represents and warrants to Allen Place Addition Homeowners Association, Inc. as follows:

(a) Ridglea Country Club Estates Homeowners Association, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. Ridglea Country Club Estates Homeowners Association, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and the Bylaws of Ridglea Country Club Estates Homeowners Association, Inc., if such Bylaws have been promulgated, including all amendments effective as of the date of this Agreement, have been delivered to Allen Place Addition Homeowners Association, Inc., and are complete and correct.

(b) Ridglea Country Club Estates Homeowners Association, Inc. has furnished the Disappearing Corporation with the (unaudited) balance sheet of Ridglea Country Club Estates Homeowners Association, Inc. as of December 31, 1996, and all books and records of Ridglea Country Club Estates Homeowners Association, Inc.

Specifically, but not by way of limitation, the Ridglea Balance Sheet discloses all of the debts, liabilities, and obligations of any nature, whether absolute, accrued, or contingent of Ridglea Country Club Estates Homeowners Association, Inc. at the Balance Sheet Date, including appropriate reserves for all taxes due at such date but not yet payable.

(c) All required federal, state, and local tax returns of Ridglea Country Club Estates Homeowners Association, Inc. have been accurately prepared and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns, have been paid. Ridglea Country Club Estates Homeowners Association, Inc. has not been delinquent in the payment of any tax, assessment, or governmental charge. Ridglea Country Club Estates Homeowners Association, Inc. has never had any tax deficiency proposed or assessed against it, other than as described herein. The federal income tax returns of Ridglea Country Club Estates Homeowners Association, Inc. have never been audited by governmental authorities.

(d) Since the dates the financial statements were provided to Allen Place Addition Homeowners Association, Inc., there has not been any material adverse change in the financial condition, business, and assets or other properties of Ridglea Country Club Estates Homeowners Association, Inc. that alters or impairs the ability of Ridglea Country Club Estates Homeowners Association, Inc. to conduct its business.

(e) To its knowledge, no actions, claims, suits, or other legal proceedings are pending or threatened against Ridglea Country Club Estates Homeowners Association, Inc.

### **ARTICLE 3**

#### **TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE**

##### **Expenses**

3.01. (a) If the merger set forth in this Agreement is consummated, the Surviving Corporation shall pay all costs and expenses of the merger, provided, however, that the Surviving Corporation will not be responsible for any accountants fees, attorneys fees or expenses incurred by Allen Place Addition Homeowners Association, Inc., or its members relating to the proposed merger.

(b) If the merger set forth in this Agreement is not consummated, each party to this Agreement shall pay its own costs and expenses incident to the contemplated merger.



## ARTICLE 4

### DIRECTORS AND OFFICERS

#### Directors and Officers of Surviving Corporation

4.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation shall be:

(a) Directors: The Surviving Corporation is a Texas non-profit corporation, and its directors shall be:

Joe Lenamon	Pam Jones
George Esselman	Nancy Fleming
Merle Lee	Carol & Nick Washuta
Bunny Micklas	Jim Buckley
Wendy Terrell	Bonnie Emerson
Leonard Schweitzer	Karl Fescenmeyer
Bill Coffey	Pat Safian
Sharon Neben	Virginia Presnell
Thomas Murnane	Sally Ditto
Barbara Lind	Mickey Franks
Jack Sherley	Linda Fowler
Joseph King	Carolyn Jackson
Jodie Harding-Ferris	

(b) Officers: Steve Wheeler - President  
Steve Porter - Vice President  
Linda Turner - Recording Secretary  
Jeff DeJarnett - Treasurer  
Nancy Cosby - Corresponding Secretary  
Bronson Davis - Past President

4.02. The directors and officers named in Paragraph 4.01 shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified.

**ARTICLE 5**

**ARTICLES OF INCORPORATION AND BYLAWS**

**Articles of Incorporation of Surviving Corporation**

5.01. The Articles of Incorporation of Ridglea Country Club Estates Homeowners Association, Inc., as existing on the Effective Date, shall continue in full force as the Articles of the Surviving Corporation until amended as provided in the Articles or by law.

**Bylaws of Surviving Corporation**

5.02. The Bylaws of Ridglea Country Club Estates Homeowners Association, Inc., as existing on the Effective Date, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

**ARTICLE 6**

**ENFORCEMENT AND INTERPRETATION**

**Entire Agreement and Counterparts**

6.01. This instrument and any exhibits attached to and incorporated into the instrument contain the entire Agreement between the parties with respect to the transaction contemplated by the Agreement. It may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

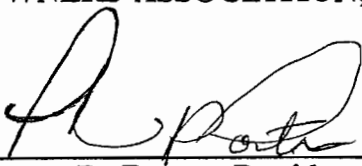
**Controlling Law**

6.02. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

**EXECUTED** this 27th day of May, 1997, in Fort Worth, Tarrant County, Texas.

**ALLEN PLACE ADDITION  
HOMEOWNERS ASSOCIATION, INC.**

By:

  
\_\_\_\_\_  
Steven D. Porter, President

**RIDGLEA COUNTRY CLUB ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

By: Bronson C. Davis  
Bronson C. Davis, President

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**CERTIFICATE OF RESOLUTION  
FOR ALLEN PLACE ADDITION  
HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**

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I, the undersigned duly authorized Secretary of ALLEN PLACE ADDITION HOMEOWNERS ASSOCIATION, INC., a non-profit Texas corporation (the "Corporation"), hereby certify that:

1. By resolution of the Board of Directors (herein so called) of the Corporation duly adopted at a meeting of the Board of Directors on May 27, 1997, the following resolutions were duly adopted, and the same have not been rescinded or modified, and are presently in full force and effect:

WHEREAS, the Corporation previously considered the merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc.; and

WHEREAS, there has been presented to the Board of Directors a Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger; and

WHEREAS, the Corporation now approves said Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger with an effective date of merger of July 1, 1997, and authorizes the Corporation to enter into the merger; and

WHEREAS, the Corporation directs that the Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger shall be submitted to the voting membership of the Corporation.

WHEREAS, there is a vacancy in the office of Secretary which can be filled by action of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. is hereby approved and in this regard, the President of the Corporation is authorized and directed to submit the proposed Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. to a



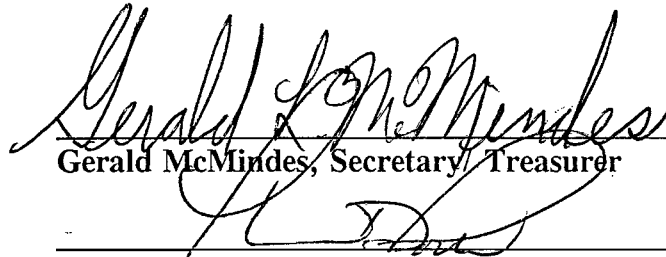
vote of the voting membership of Allen Place Addition Homeowners Association, Inc. at a meeting to be held on June 24, 1997 at 6:00 p.m. at Ridglea Country Club.

**BE IT FURTHER RESOLVED**, that the President of this Corporation be and he is hereby authorized and directed to perform all such other acts and things, to sign and deliver all such other documents and certificates, and to pay or cause to be paid all such liabilities, costs and expenses as may be in such officer's sole discretion desired or necessary to carry out the foregoing resolutions, and the acts of such officer of this Corporation which are consistent with the purposes and intents of these resolutions shall be, and the same are hereby, in all respects ratified, approved and adopted as the acts and deeds of this Corporation.

**BE IT FURTHER RESOLVED**, that all documents executed and delivered by the President in accordance with the above resolutions shall be binding on the Corporation without the need of attestation or of affixing the corporate seal thereto.

**BE IT FURTHER RESOLVED**, that Gerald McMIndes be elected as Secretary of the Corporation to serve until the Corporation's merger with Ridglea Country Club Estates Homeowners Association becomes effective.

**WITNESS MY SIGNATURE**, joined herein by the President of the Corporation, to certify the same as true and correct, effective this 27th day of May, 1997.

  
\_\_\_\_\_  
Gerald McMIndes, Secretary/Treasurer

  
\_\_\_\_\_  
Steven D. Porter, President

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**CERTIFICATE OF RESOLUTION  
FOR RIDGLEA COUNTRY CLUB  
ESTATES HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**

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I, the undersigned duly authorized Secretary of RIDGLEA COUNTRY CLUB ESTATES CORPORATION, INC. a non-profit Texas corporation (the "Corporation"), hereby certify that:

1. By resolution of the Board of Directors (herein so called) of the Corporation or by unanimous consent of the Board of Directors of the Corporation, the following resolutions were duly adopted, and the same have not been rescinded or modified, and are presently in full force and effect:

WHEREAS, the Corporation previously considered the merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc.; and

WHEREAS, there has been presented to the Board of Directors a Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger; and

WHEREAS, the Corporation now approves said Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger with an effective date of merger of July 1, 1997 and authorizes the Corporation to enter into the merger; and

WHEREAS, the Corporation directs that the Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger shall be submitted to the voting membership of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized to approve the Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger and enter into the merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and in this regard, the President of the Corporation is authorized and directed to submit the proposed Plan and Agreement of Reorganization by Merger of Allen Place Addition Homeowners Association, Inc. into Ridglea Country Club Estates Homeowners Association, Inc. and Articles of Merger to a vote of the

voting membership of Ridglea Country Club Estates Homeowners Association, Inc.

BE IT FURTHER RESOLVED, that the President of this Corporation be and he is hereby authorized and directed to perform all such other acts and things, to sign and deliver all such other documents and certificates, and to pay or cause to be paid all such liabilities, costs and expenses as may be in such officer's sole discretion desired or necessary to carry out the foregoing resolutions, and the acts of such officer of this Corporation which are consistent with the purposes and intents these resolutions shall be, and the same are hereby, in all respects ratified, approved and adopted as the acts and deeds of this Corporation.

BE IT FURTHER RESOLVED, that all documents executed and delivered by the President in accordance with the above resolutions shall be binding on the Corporation without the need of attestation or of affixing the corporate seal thereto.


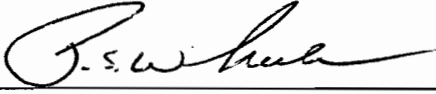
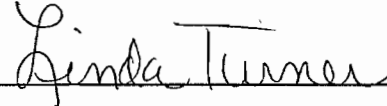
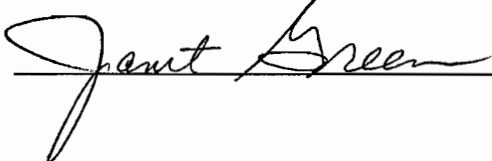
2. There is no provision in the charter or bylaws of the Corporation limiting the power of the Board of Directors to pass the foregoing resolutions, and the same are in conformity with the provisions of such charter and bylaws.

3. All franchise and other taxes required to maintain the Corporation's corporate existence have been paid when due and no such taxes are delinquent.

4. No proceedings are pending for the forfeiture of the Corporation's charter or for the Corporation's dissolution, voluntarily or involuntarily.

5. The Corporation is in good standing under the laws of the State of Texas.

6. The officers of the Corporation hereunder set forth have been and are duly elected and holds offices as specified with the Corporation, and the signature set forth beside each person's name is a true signature of that person, to-wit:

<u>Title</u>	<u>Name</u>	<u>Signature</u>
President	Bronson C. Davis	
Vice President	Steve Wheeler	
Recording Secretary	Linda Turner	
Treasurer	Janet Green	

Secretary Nancy Cosby

Nancy Cosby

Past President Bunny Gardner

Bunny Gardner

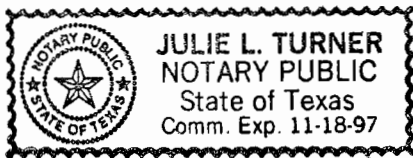
WITNESS MY SIGNATURE, joined herein by the President of the Corporation, to certify the same as true and correct, effective this 27th day of May, 1997.

Linda Turner  
Linda Turner, Secretary

Bronson C. Davis  
Bronson C. Davis, President

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

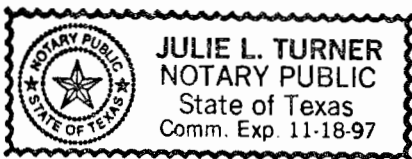
This instrument was acknowledged before me on the <sup>JT</sup>27th day of May, 1997, by Linda Turner as the Secretary of Ridglea Country Club Estates Homeowners Association, Inc., a non-profit Texas corporation, on behalf of said corporation.



Julie L. Turner  
Notary Public in and for  
the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the <sup>JT</sup>27th day of May, 1997, by Bronson Davis as the President of Ridglea Country Club Estates Homeowners Association, Inc., a non-profit Texas corporation, on behalf of said corporation.



Julie L. Turner  
Notary Public in and for  
the State of Texas

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