

ARTICLES OF INCORPORATION
OF
BROOK MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are residents of the State of Texas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.

NAME

The name of the corporation is BROOK MEADOWS HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II.

REGISTERED OFFICE

The principal and initial registered office of the Association is located at 100 Main Place, Fort Worth, Texas 76102.

ARTICLE III.

REGISTERED AGENT

James A. Creel is hereby appointed the initial registered agent of this Association.

ARTICLE IV.

PURPOSE

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for

which it is formed is to provide for maintenance, preservation and architectural control of the residence Lots and Common Area and appurtenances as are subject to (1) that certain Declaration of Covenants, Conditions and Restrictions for Brook Meadows Addition, Colleyville, Texas ("Declaration I"), Vol. 8111, Page 1773, et seq. as amended; (2) Declaration of Covenants, Conditions and Restrictions for Brook Meadows Addition, Colleyville, Texas ("Declaration II"), Vol. 8387, Page 1566, et seq. as amended. The Association shall also promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose:

(a) to collect and enforce payment by any lawful means, all charges or assessments pursuant to the purposes of the Association; to pay all expenses in connection therewith and 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;

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

(c) to borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or

hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

(e) to participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

(f) to have and 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 may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Brook Meadows Addition as further described in the Declarations earlier in these Articles, including contract sellers, is eligible to be a member of the Association. The foregoing is not intended to

include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VI.

VOTING RIGHTS

The Association shall have one (1) class of voting membership. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as the owners, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Voting rights may be suspended in accordance with the Declaration for non-payment of dues or assessments.

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who must be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board, however, shall be comprised of three (3) Directors, who shall serve until their successors are selected. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Del A. Wright	2715 Meadowview Drive Colleyville, Texas 76034

Thomas A. Segee

2916 Meadowview Drive
Colleyville, Texas 76034

Clifford R. Holliday

2712 Meadowview Drive
Colleyville, Texas 76034

ARTICLE VIII.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. 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 IX.

DURATION

The Association shall exist perpetually.


ARTICLE X.

LIMITING DIRECTOR'S LIABILITY

To the full extent permitted by Texas law, no Director of the Association shall be liable to the Association or its Members for monetary damages for an act or omission in such Director's capacity as a Director of the Association. The foregoing limitation of the liability to the Association or its

Members for monetary damages shall not be deemed exclusive of any other rights or limitations of liability or indemnity to which a Director may be entitled under Bylaws of the Association, contract or agreement, vote of Member, or otherwise.

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 ____ day of _____, 1991.



DEL A. WRIGHT



THOMAS A. SEGEE



CLIFFORD R. HOLLIDAY

THE STATE OF TEXAS §
COUNTY OF ~~TARRANT~~ §
Dallas

The foregoing instrument was acknowledged and SWORN TO before me on the 29 day of March, 1991 by DEL A. WRIGHT.



Notary Public -- State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §
 Dallas

The foregoing instrument was acknowledged and SWORN TO before me on the 28 day of March, 1991 by THOMAS A. SEGEE.

Sarah Cunningham
Notary Public -- State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §
 Dallas

The foregoing instrument was acknowledged and SWORN TO before me on the 28 day of March, 1991 by CLIFFORD R. HOLLIDAY.

Sarah Cunningham
Notary Public -- State of Texas

DLB/640