

ARTICLES OF INCORPORATION  
OF  
STONEBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)  
Collin County, Texas

I, the undersigned natural person of the age of eighteen (18) years or more, who is a citizen of the State of Texas, acting as the incorporator of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act"), do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

NAME

The name of the Corporation is STONEBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Corporation does not contemplate pecuniary gain or profit to the members thereof, and its specific and primary purposes are set forth in that certain Declaration of Covenants,

Conditions and Restrictions for Stonebrook Estates (the "Declaration") recorded in Volume \_\_\_\_, Page \_\_\_\_ of the Real Property Records of Collin County, Texas, covering and pertaining to the real property more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Property");

2. The general purposes and powers are:

a. To promote the common good, health, safety and general welfare of the residents within the Property;

b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, and recorded or to be recorded in the Real Property Records of Collin County, Texas, the Declaration being incorporated hereby by reference for all purposes;

c. To enforce applicable provisions of the Declaration, Bylaws, any rules and regulations of the Corporation and any other instrument for the management and control of the Property;

d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, landscaping, utilities, roads, driveways, materials, supplies and services relating to the Common Areas (as defined in the Declaration) and other parts of the Property; to employ personnel reasonably necessary for administration and control of the Common Areas, including lawyers and accountants

where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

e. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

f. To acquire (by purchase, grant or otherwise), annex and merge, 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 Corporation;

g. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration; and

h. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 5580 Peterson Lane, Suite 160, Dallas, Texas 75240, and the name of its initial registered agent at such address is D. O. Tomlin, III.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one (1), and the name and address of such person is:

<u>NAME</u>	<u>ADDRESS</u>
D. O. Tomlin, III	5580 Peterson Lane Suite 160 Dallas, Texas 75240

At the first (1st) annual meeting of the Members of the Corporation, or any annual meeting thereafter, or special meeting of the Corporation called for that purpose, the number of Directors may be increased to five (5).

ARTICLE VII

INCORPORATOR

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey B. Brawner	2311 Cedar Springs Road Suite 150 Dallas, Texas 75201

ARTICLE VIII

MEMBERSHIP

The qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Owners (as defined in the Declaration) of the Property shall be as set out in the Declaration. Each Owner (whether one or more persons or entities) of a Lot (as defined in the Declaration) shall, upon and by virtue of becoming such Owner, automatically become a member of the Corporation and shall remain a member thereof until such ownership ceases for any reason, at which time such membership in the Corporation shall automatically cease. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Corporation shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Subject to the provisions of the Declaration, all Owners of Lots shall be entitled to one (1) vote for each Lot owned, but in no event shall more than one (1) vote be cast with respect to any Lot.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this \_\_\_ day of July, 1994.

\_\_\_\_\_  
Jeffrey B. Brawner

BYLAWS  
OF  
STONEBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.

A TEXAS NON-PROFIT CORPORATION

The name of this non-profit corporation shall be Stonebrook Estates Homeowners Association, Inc. (the "Association").

ARTICLE I

Purpose and Parties

Section 1. Purpose. The purpose for which the Association is formed is to govern that certain residential subdivision known as Stonebrook Estates, situated in Collin County, Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for Stonebrook Estates (as amended from time to time, the "Declaration") of record in File No. 94-0091423 of the Official Public Records of Real Property of Collin County, Texas. All definitions and terms contained in the Declaration shall apply hereto and are incorporated herein by reference, and all terms capitalized herein and not defined herein shall have the same meaning as set forth in the Declaration. References herein to "these Bylaws" shall have the same meaning as the "Bylaws" in the Declaration.

Section 2. Parties. All present and future Owners, tenants, occupants or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, approved, ratified and will be complied with by such person or persons.

ARTICLE II

Membership and Voting

Section 1. Membership and Voting. The qualifications for membership in the Association along with the appurtenant voting rights and other privileges due Owners shall be as set forth in the Declaration. Each Owner (whether one or more persons or entities) of a Lot shall, upon and by virtue of becoming an Owner, automatically become a member of the Association (hereinafter referred to individually as a "Member" and collectively as the "Members").

Section 2. Majority of Members. Except as otherwise provided in the Declaration, any action to be taken by the Association shall require the assent of a majority of Members. As used in these Bylaws, the term

ATTACHMENT "1"

"majority of Members" shall mean those Members holding greater than fifty percent (50%) of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present.

Section 3. Quorum. The number of votes present, in person or by proxy, necessary to constitute a quorum shall be as provided in the Declaration. Except as otherwise provided in the Declaration, an affirmative vote of a majority of Members shall be required to transact the business of the meeting.

Section 4. Proxies. Votes may be cast in person or by proxy. No proxy shall be valid after eleven months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

Section 5. Cumulative Voting. No cumulative voting shall be permitted at any meeting of the Members.

Section 6. Order of Business. The order of business at all meetings of the Association shall be determined by the presiding officer at such meeting unless the Members present by majority vote at such meeting determine otherwise, in which case the Members shall fix the order of business.

### ARTICLE III

#### Administration

Section 1. Association Responsibilities. The Members will constitute the Association, which will have the responsibility of administering the Property through the Board of Directors.

Section 2. Place of Meeting. Meetings of the Association shall be held at a suitable place, convenient to the Members, as the Board of Directors may determine.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on or before one hundred twenty (120) days after the expiration of each fiscal year.

Section 4. Special Meetings. Special meetings of the Association may be called by the President, by the Board of Directors, or upon written request of the Members representing twenty-five percent (25%) of the votes in the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No

business except as stated in the notice shall be transacted at a special meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place it is to be held, to each Member at the latest address shown for such Member on the records of the Association, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing of such a notice shall be considered notice served.

#### ARTICLE IV

##### Board of Directors

Section 1. Number. The Board of Directors of the Association (the "Board") shall be comprised of at least three (3) directors but no more than five (5) directors, and the Board shall initially be comprised of Lewis E. Cook, Jr., D.O. Tomlin, Jr. and Dan Tomlin, III. Declarant shall retain the right to appoint and remove members of the Board until ninety (90) days after the termination of the Class B membership status of Declarant or such date that Declarant surrenders in writing the right to appoint and remove members of the Board. Thereafter, a meeting of the Association shall be called for the express purpose of electing a new Board. At such meeting, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the director(s) for a term of three (3) years to fill each expiring term. In the event that the Membership elects to expand the Board to five (5) members, then the Membership shall elect two (2) directors for a term of one (1) year, two directors for a term of two (2) years, and one (1) director for a term of three (3) years, and thereafter the Members shall elect the directors for a term of three (3) years to fill each expiring term.

Section 2. Removal of Directors. Until the termination of the Class B Membership status of Declarant, a director may only be removed by Declarant. Thereafter, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Vacancies. Vacancies on the Board caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the remaining directors, and each person so

elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. 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 by obtaining the written approval of all the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board shall be held without notice, at such place and hour and as often as may be fixed from time to time by a majority of the directors, but at least one (1) such meeting shall be held each calendar year.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any other director, after not less than three (3) days notice to each of the directors.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### ARTICLE VI

##### Powers and Duties of the Board of Directors

The Board shall have the following powers and duties:

- (a) To care for and preserve the Common Areas and to furnish and upkeep any desired personal property for use in the Common Areas;
- (b) To engage the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- (c) To obtain and pay for legal and accounting services;
- (d) To obtain and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declaration;
- (e) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by it;
- (f) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (g) To fix the amount any assessment and/or maintenance charge as need may arise and any special assessment against each Lot as provided in Article II of the Declaration, to send written notice of each assessment to every Owner subject thereto, and to thereafter collect such assessments;
- (h) To establish and maintain reserve funds for Common Area and Common Maintenance Area replacements and maintenance in accordance with such budgets as may be adopted from time to time by the Board;
- (i) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to (i) taxes (if any) on the Common Areas, and (ii) insurance coverage (if any) on Common Areas;
- (j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(k) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations regarding the use and operation of the Common Areas and the facilities thereon (and the personal conduct of the members and their guests thereon), and to establish penalties for the infraction thereof;

(n) To make available to each Owner within sixty (60) days after the end of each year an annual report;

(o) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(p) To enforce the provisions of the Declaration and any rules made hereunder and to enjoin and seek damages and impose and collect fines from any Owner for violation of such provisions or rules in accordance with the terms of the Declaration;

(q) To appoint committees as deemed necessary or desirable for the handling of certain specific functions of the Association;

(r) To establish, disburse and maintain such bank accounts and petty cash funds as necessary for efficiently carrying on the business of the Association; and

(s) To exercise and fulfill all other powers and duties granted or assigned to the Association and/or the Board pursuant to the Declaration.

## ARTICLE VII

### Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association, who shall be elected by and who shall be members of the Board, shall be a President, a Vice President, a Secretary and 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 within thirty (30) days following each annual meeting of the Members at a meeting of the Board.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualify to serve.

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 without cause by a majority vote of the Board. Any officer may resign at any time 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 at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Multiple Offices. A person may simultaneously hold more than one office except that no person may simultaneously hold the offices of President and Treasurer.

Section 7. Duties. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board and of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation.

Vice President

(b) The Vice President shall have such powers and duties as may be assigned to him by the Board and shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be registered to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

Indemnification of Officers and Directors

To the fullest extent permitted by law, the Association shall indemnify every director or officer, and his or her heirs, executors and administrators, against any and all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as expenses payable from assessments; provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an Owner covered thereby.

ARTICLE IX

Fiscal Year and Books and Records

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise fixed by resolution of the Board.

Section 2. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

Amendments and Conflicts

Section 1. Amendments. Until the termination of the Class B membership status of Declarant, these Bylaws may only be amended by Declarant; thereafter, these Bylaws may only be amended by the written consent of a majority of the members of the Board; provided, however, that no amendment shall be effective if it conflicts with the provisions of the Declaration.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration, the Articles of Incorporation or these Bylaws, the Declaration shall control.

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