

FILED
In the Office of the
Secretary of State of Texas

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Clerk B
Corporations Section

ARTICLES OF INCORPORATION
OF
SUNBURY ESTATES COMMUNITY
IMPROVEMENT ASSOCIATION

In compliance with the requirements of The Texas Non-Profit Corporation Act, Article 1396 et. seq. (Rev. Civ. Stat. Ann.), the undersigned, all of whom are residents of the State of Texas and all of whom are eighteen years of age or older, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SUNBURY ESTATES COMMUNITY IMPROVEMENT ASSOCIATION, hereafter called the "Association."

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The office of the Association is located at 14614 Falling Creek Drive, Suite 102, Houston, Texas 77068, and its registered agent at such address is Sandy Gingles.

ARTICLE IV

DEFINITIONS

Section 1. "Common Area" shall mean all real property (including any improvements thereto) acquired or which may be acquired by the Association for the common use and enjoyment of the Owners.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the subdivision plat of the Properties which

is or may be hereinafter designated or described on the subdivision plat as "Not Platted" or "Reserve" or with words of similar meaning.

Section 4. "Plot" shall mean and refer to that portion of a Lot (i) which is not less than four thousand (4,000) square feet and on which a Dwelling has been, or is intended to be, constructed, or (ii) which is not less than three thousand (3,000) square feet and on which a Unit has been, or is intended to be, constructed.

Section 5. "Owner" and/or "Owners" shall mean and refer to the holders of fee simple record title, whether one or more persons or entities, to any Plot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of any obligation.

Section 6. "Dwelling" shall mean a detached residential structure which is constructed on a Plot of not less than four thousand (4,000) square feet for occupancy by one (1) person or one (1) family.

Section 7. "Unit" shall mean that portion of a Paired Unit which is constructed on a Plot of not less than three thousand (3,000) square feet for occupancy by one (1) person or one (1) family.

Section 8. "Residences" shall mean and refer to all Units and Dwellings.

Section 9. "Declarant" shall mean and refer to Westbury Homes, Inc. ("Westbury"), its successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which acquires all or substantially all of the Properties then owned by Westbury (or subsequent successors in interest), by conveyance or assignment from Westbury, or by

judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Properties.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Office of the County Clerk of Harris County, Texas.

Section 11. "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Plots and Common Area, if any, within that certain tract of property described as:

POSTWOOD, SECTION FIVE (5), a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 301, Page 116, of the Map Records of Harris County, Texas.

and to 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.

In furtherance of these purposes the Association may:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of 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;

(e) dedicate, sell or transfer all or any part of the Common Area, if any, 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 each class of members, agreeing to such dedication, sale or transfer;

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

(g) 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 VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Plot which is subject by covenants of record to assessment by the Association, including

contract sellers, shall 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. Membership shall be appurtenant to and may not be separated from ownership of any Plot which is subject to assessment by the Association.

ARTICLE VII
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each Plot owned. When more than one person holds an interest in any Plot, all such persons shall be members. The vote for such Plot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Plot.

Class B. The Class B member(s) shall be the Declarants (as defined in the Declaration), and shall be entitled to three (3) votes for each Plot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on September 1, 1988.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. 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>
Jim De La Plaine	14614 Falling Creek Drive Suite 102 Houston, Texas 77068
Martin C. Donohue	14614 Falling Creek Drive Suite 102 Houston, Texas 77068
Robert M. Ley	4543 Post Oak Place Drive Suite 105 Houston, Texas 77027

At the first annual 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 directors for a term of three (3) years.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, if any, dedication of Common Area, if any, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 9th day of November, 1982.

ADDRESSES:

14614 Falling Creek Drive
Suite 102
Houston, Texas 77068

14614 Falling Creek Drive
Suite 102
Houston, Texas 77068

4543 Post Oak Place Drive
Suite 105
Houston, Texas 77027



MARTIN C. DONOHUE



JIM DE LA PLAINE



ROBERT N. LEY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was sworn to before me on November 9, 1982, by MARTIN C. DONOHUE.



Notary Public in and for
The State of Texas

My Commission Expires:
6-29-85

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was sworn to
1982, by JIM DE LA PLAINE.

before me on November 9,

Jolene Helm

Notary Public in and for
The State of Texas

My Commission Expires:

6-29-85

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was sworn to
1982, by ROBERT M. LEY.

before me on November 9,

TERRI PLANT COBBITT

Notary Public in and for
The State of Texas

My Commission Expires:

6-14-86

W/96-7R/E