

JUN 28 2005

ARTICLES OF INCORPORATION  
OF  
WRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC. **Corporations Section**

The undersigned natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is WRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC., hereinafter sometimes called the "Association."

ARTICLE II

The Association is a nonprofit corporation.

ARTICLE III

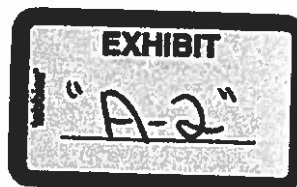
The period of its duration is perpetual.

ARTICLE IV

The purposes for which the Association is organized are to administer the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WRIGHT FARMS, filed or to be filed for record in the Official Public Records of Real Property of Dallas County, Texas, as same may be amended from time to time (the "Declaration"), which affects Wright Farms, a residential development in Dallas County, Texas (the "Subdivision"), and reference being hereby made thereto for all purposes; to provide for the acquisition, construction, management, maintenance, operation and care of property as provided in the Declaration and, in general, to promote and foster civic pride and high standards of property ownership, development and maintenance in the Subdivision and any addition or additions thereto as may hereafter be brought within the jurisdiction of the Association, and for such purposes to:

- (a) perform all of the duties and obligations of the Association as set forth in the Declaration, which the Association is not precluded by law to exercise and perform;
- (b) cause to be enforced (i) the restrictions and covenants imposed upon all or part of the Subdivision by the Declaration, and (ii) the restrictions and covenants, if any, legally imposed hereafter upon the Subdivision by deed or otherwise;
- (c) to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, otherwise dispose of and/or alienate real and personal property as the Association may deem necessary or appropriate and/or as provided in the Declaration;

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(d) to borrow money, and mortgage, pledge or otherwise encumber, alienate or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association; and

(e) to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may by law now or hereafter have and exercise;

PROVIDED, HOWEVER, any of the foregoing provisions of this Article IV to the contrary notwithstanding, the Association is organized and shall be operated exclusively for civic and community service and other nonprofit purposes, and no part of any net earnings or other assets of this Association shall inure to the benefit of any Member of the Association or any owner in the Subdivision.

#### ARTICLE V

The street address of the initial registered office of the Association is Briargrove Place, 17855 North Dallas Parkway, Suite 200, Dallas, Texas 75287, and the name of its initial registered agent at such address is Fred Phillips.

#### ARTICLE VI

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

NAME	ADDRESS	TERM
Fred Phillips	Briargrove Place 17855 North Dallas Parkway, Suite 200 Dallas, Texas 75287	3 years
Tim Litinas	Briargrove Place 17855 North Dallas Parkway, Suite 200 Dallas, Texas 75287	2 years
Shane White	Briargrove Place 17855 North Dallas Parkway, Suite 200 Dallas, Texas 75287	2 years

**ARTICLE VII**

The name and street address of the incorporator is:

<b>NAME</b>	<b>ADDRESS</b>
<b>Fred Phillips</b>	<b>Briargrove Place 17855 North Dallas Parkway, Suite 200 Dallas, Texas 75287</b>

**ARTICLE VIII**

A. Every person who is a record owner of a fee or undivided fee interest in any lot within the Subdivision shall be a member of the Association (a "Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separate from ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for Membership.

B. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant during the Class B Control Period. Class A Members shall be entitled to one vote for each Lot owned. However, when more than one person holds an interest in any Lot, all such persons shall be members, but only one vote in total may be cast per Lot as the Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Owner is the person designated to cast the Lot's vote. If the Owners fail to advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

Class B. The sole Class B Member shall be Declarant. The Class B Member is entitled to five votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership upon expiration of the Class B Control Period.

**ARTICLE IX**

A. The conditions and regulations of membership in the Association shall be determined and fixed by these Articles and by the Bylaws; provided, however, that no part of the net earnings of the Association shall ever be distributed or shall otherwise inure to the benefit of any Member of the Association (or any owner in the Subdivision).

B. The Association may be dissolved with the written approval of not less than 2/3 of each class of membership as may be more specifically provided in the Bylaws and in accordance with the laws of the State of Texas. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association will be distributed to an appropriate public

agency to be used for purposes similar to those for which the Association was created, or shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE X

No director of the Association shall be liable to the Association or its Members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (i) a breach of a director's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Miscellaneous Corporation Laws Act or any other statute is amended subsequently to the filing of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the full extent permitted by such statute, as so amended.

Any repeal or modification of the foregoing paragraph by the Members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

IN WITNESS WHEREOF, I have set my hand this 13<sup>th</sup> day of June, 2005

  
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Fred Phillips, Incorporator