

**AUG 08 2005**

**Corporations Section**

**ARTICLE ONE**

The name of the corporation is MANSFIELD COUNTRY MEADOWS HOMEOWNER'S ASSOCIATION, INC.

**ARTICLE TWO**

The corporation is a non-profit corporation.

**ARTICLE THREE**

The period of its duration is perpetual.

**ARTICLE FOUR**

**PURPOSES AND POWERS**

A. The specific primary purposes for which the association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and common area within a certain subdivided tract of real property described as follows, to wit:

COUNTRY MEADOWS ADDITION, PHASE 3, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 6602, PLAT RECORDS, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 3A, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 4, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 5, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 6, AN ADDITION TO THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 7, AN ADDITION TO  
THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

COUNTRY MEADOWS ADDITION, PHASE 8, AN ADDITION TO  
THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS;

and to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions to it as may hereafter be brought within the jurisdiction of the association for such purposes.

B. In furtherance of such purposes, the association will have power to:

(1) Perform all of the duties and obligations and exercise all of the powers of the association as set forth in a certain declaration of covenants, conditions, and restrictions, referred to in these articles as the declaration, which is applicable to the subdivision and recorded in the public records of Tarrant County, Texas;

(2) Affix, levy, and collect all charges and assessments pursuant to the terms of the declaration, and enforce payment of them by any lawful means; and pay all expenses related to such enforcement, 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 on the property of the association;

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(4) Borrow money and, subject to the consent by vote or written instrument of Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer will be effective unless an instrument has been signed by members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association, agreeing to such dedication, sale or transfer;

(6) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and common areas, provided that any merger, consolidation, or annexation will have the consent by vote or written instrument of Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association;

(7) Have and exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.



C. The association is organized and will be operated exclusively for the aforementioned purposes. The activities of the association will be financed by assessments on members as provided in the declaration, and no part of any net earnings will inure to the benefit of any member.

D. The screening wall is privately owned and maintained by the Homeowner's Association, and the City of Mansfield has no obligation to maintain the screening wall or the adjacent parkway.

## ARTICLE FIVE

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, but excluding persons holding title merely as security for performance of an obligation, will be a member of the association. Membership will be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the association.

## ARTICLE SIX

### VOTING RIGHTS

The association will have three classes of voting members as follows:

**CLASS A:** Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot (as defined in the declaration) in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**CLASS B:** Class B members shall be any bona fide Owner (i.e. builder) who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be non-voting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member:

(1) when the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership; or

(2) on the tenth (10th) anniversary of the date of the declaration;

whichever occurs first in time.

**CLASS C:** The Class C Member shall be LAURALEE DEVELOPMENT CORPORATION

("Declarant" as defined in the bylaws). The Class C Member shall be entitled to two (2) votes for each Lot which it owns and two (2) votes for each Lot owned by all Class B Members, notwithstanding the aforementioned voting rights within the Association, until:

- (a) Declarant no longer owns:
  - (i) record title to any Lot; nor
  - (ii) a lien interest in any Lot; or
- (b) July 1, 2015

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

#### **ARTICLE SEVEN**

The street address of its initial registered office is 6608 GLEN DALE DR., ARLINGTON, TEXAS 76017 and the name of its initial registered agent at such address is NATHAN A. WATSON.

#### **ARTICLE EIGHT**

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 directors are:

NATHAN A. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

MISSY D. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

JOHN D. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

**ARTICLE NINE**

The names and addresses of the incorporators are:

NATHAN A. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

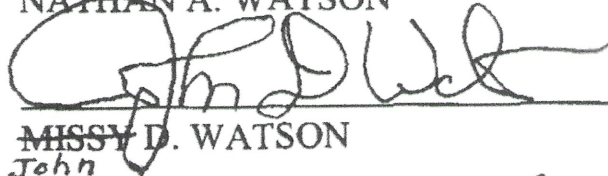
MISSY D. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

JOHN D. WATSON  
6608 GLEN DALE DR., ARLINGTON, TEXAS 76017

Signed on: 8-3-, 2005.



NATHAN A. WATSON



MISSY D. WATSON

John



JOHN D. WATSON

Missy