



Office of the Secretary of State

CERTIFICATE OF FILING OF

Ashburne Glen Homeowners Association, Inc.
File Number: 800842600

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/12/2007

Effective: 07/12/2007



A handwritten signature in black ink that reads "Phil Wilson".

Phil Wilson
Secretary of State

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JUL 12 2007

Corporations Section

ARTICLES OF INCORPORATION

OF

ASHBURNE GLEN HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person, being of the age of majority, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is: Ashburne Glen Homeowners Association, Inc. (hereinafter called the "Association").

ARTICLE II

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III

DURATION

The Association shall exist in perpetuity.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations as set forth in the certain "Declaration of Restrictions, Covenants and Conditions of Ashburne Glen" as amended which is recorded in Volume 1290, Page 73 of the Official Records of Ellis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to assure the upkeep, maintenance, improvement and administrations of the common areas and facilities of the Association, if any, and all lands, improvements, security devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the Addition (as such term is defined or used within the Declaration);

- (b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the care, custody or control of the Association pursuant to the Declaration, as amended from time to time;
- (c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Addition in accordance with the bylaws of the Association and the Declaration, as amended from time to time;
- (d) to promote the safety, health and welfare of the residents of the Addition and take such measures as may be necessary to maintain the overall appearance and property values of the Addition in accordance with the Declaration, as amended from time to time;
- (e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration, as amended from time to time;
- (f) to enforce applicable provisions of the Declaration (as amended from time to time), the bylaws and any rules and regulations of the Association, and any other instruments for the management and control of the Addition, including, without limitation, the power:
 - 1) to fix, levy, collect and enforce payment, by any and all lawful means, of all dues, charges or assessments imposed pursuant to the terms of the Declaration or Bylaws, as amended from time to time;
 - 2) to contract for and pay for such services as required for the maintenance of common areas and facilities under the care, custody or control of the Association, including but not limited to water, gardening, landscaping, grounds keeping, lighting, and all other such utilities or services;
 - 3) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising out of the Declaration, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate, and
 - 4) to pay all office, administrative and other expenses incident to the conduct of the business of the Association, including but not limited to insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Addition over which the Association has authority to exercise control;
- (g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or

- exercise in accordance with the Texas Non-Profit Corporation Act, including, without limitation, the power:
- 1) to acquire additional real and personal property and to add to the Addition pursuant to the Declaration, as amended from time to time;
 - 2) to acquire (by purchase, grant, donation 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 Association;
 - 3) to indemnify officers and directors to the fullest extent permitted by applicable laws as more particularly described in the Bylaws of the Association;
 - 4) to borrow money, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration or Bylaws, as amended from time to time; and
 - 5) to act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers. The Association is organized in accordance with and shall operate for nonprofit purposes pursuant to the Texas Non-Profit Corporation Act and no pecuniary gain or profit to its members, officers or directors is contemplated hereby.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 2511 Ovilla Road, Red Oak, Texas 75154. The name of its initial registered agent is Michael W. Dickey, Esq., Attorney at Law.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be entirely dependent upon the ownership of a qualifying property interest in the Addition. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association and such membership shall be appurtenant to and shall run with the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as a security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the

title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

**ARTICLE VII
VOTING RIGHTS**

Voting right of the members of the Association shall be determined as set forth in the Declaration, as amended from time to time. No owner shall be entitled to vote at any meeting of the Association until such owner has presented to the Association acceptable evidence of ownership of a qualifying property interest in the Addition. The vote of each qualifying owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Kyle L. Kutach	100 Nob Hill Lane Ovilla, Texas 75154

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors as defined and established under the Bylaws, all of whom must be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Non-Profit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the election or appointment of their successors in accordance with the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kyle L. Kutach	100 Nob Hill Lane Ovilla, Texas 75154
Kathy Dickey	103 Robin Glen Lane Ovilla, Texas 75154
Weston Hebert	507 Forest Edge Lane Ovilla, Texas 75154

All of the powers and prerogatives of the Association shall be exercised by the Board of Directors named herein until otherwise duly altered by the Association in accordance with the Bylaws.

**ARTICLE X
LIMITATION OF DIRECTOR LIABILITY**

A Director of and for the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI
INDEMNIFICATION**

Each person who acts as a Director or Officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such Director or Officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII
DISSOLUTION**

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 substantially 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 substantially similar purpose.

**ARTICLE XIII
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be

taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or these Articles.

**ARTICLE XIV
AMENDMENT**

These Articles of Incorporation may be amended by the Board of Directors, by proposal submitted to the Board of Directors by any member of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote of a sixty-six percent (66%) majority of the total number of votes cast by the members of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and these Articles, the Declaration shall control, and in the case of any conflict between the Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 24th day of June, 2007.



KYLE L. KUTACH, Incorporator