

Filed in the Office of the
Secretary of State of Texas
This 18th day of March 1975
L. Salzman
Deputy Director, Corporations Division

ARTICLES OF INCORPORATION
OF
FOX RUN MAINTENANCE ASSOCIATION

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation.

ARTICLE I
NAME

The name of the corporation is FOX RUN MAINTENANCE ASSOCIATION, hereinafter called the "Association".

ARTICLE II
NON-PROFIT

The corporation is a non-profit corporation.

ARTICLE III
DURATION

The period of its duration is perpetual.

ARTICLE IV
PURPOSE 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 Lots and Common Area within that certain tract of property described as:

Field notes describing a tract of land containing 79.3434 acres, as recorded by plat in Volume 10, page 95 of the record of maps of Montgomery County, Texas and known as "Fox Run Subdivision Section One", in the Spring Creek Utility District, out of the Montgomery County School Land Survey No. 1, Abstract No. 350 and the Montgomery County School Land Survey No. 2, Abstract No. 351, in Montgomery County, Texas, said 79.3434 acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the northeast corner of the Spring Forest Subdivision, Section Two, as recorded in Volume 8, page 45 of the record of maps of Montgomery County, Texas;

Thence S 53° 16' 13" E, a distance of 2232.23 feet to a 5/8-inch iron rod in the westerly right-of-way line of Rayford Road, 60.00 feet wide and in the center-line of a Texas-Illinois Natural Gas Pipeline Co. Easement, as recorded in Volume 301, page 336, of the Montgomery County Deed Records, which marks the most northerly corner and PLACE OF BEGINNING of this herein described 79.3434 acres;

THENCE S 29° 30' 46" E along the aforementioned westerly right-of-way line of Rayford Road, at 50.00 feet, passing the southerly line of the previously mentioned Texas-Illinois Natural Gas Pipeline Co. Easement, continuing in all for 220.00 feet to a 5/8-inch iron rod;

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THENCE N 74° 31' 30" W for 14.14 feet to a 5/8-inch iron rod;

THENCE S 60° 28' 30" W for 130.00 feet to a 5/8-inch iron rod;

THENCE S 29° 30' 46" E for 1636.78 feet to a 5/8-inch iron rod;

THENCE S 60° 29' 14" W for 68.83 feet to a 5/8-inch iron rod;

THENCE S 29° 30' 46" E at 130.95 feet passing the northerly line of the Trunkline Gas Co. Easement, 60.00 feet wide, continuing in all a distance of 161.62 feet to a 5/8-inch iron rod in the center-line of the said easement, which marks the most easterly corner of this herein described 79.3434 acres;

THENCE along the center-line of the above mentioned Trunkline Gas Co. Easement and also the most southerly line of the 79.3434 acre tract being described as follows:

- S 72° 16' 30" W for 765.54 feet to a 5/8-inch iron rod;
- S 72° 49' 16" W for 282.02 feet to a 5/8-inch iron rod;
- S 69° 13' 30" W for 480.82 feet to a 5/8-inch iron rod;
- S 76° 16' 00" W for 402.17 feet to a 5/8-inch iron rod;
- S 72° 49' 50" W for 450.20 feet to a 5/8-inch iron rod;
- S 72° 25' 34" W for 57.47 feet to a 5/8-inch iron rod for most southerly corner of this tract of 79.3434 acres;

THENCE along the westerly boundary of this 79.3434 acre tract as follows:

N 17° 43' 30" W at 30.00 feet, passing the northerly line of the aforementioned Trunkline Gas Co. Easement, continuing in all a distance of 130.04 feet to a 5/8-inch iron rod;

- S 72° 16' 30" W for 25.00 feet to a 5/8-inch iron rod;
- N 17° 43' 30" W for 60.00 feet to a 5/8-inch iron rod;
- N 09° 00' 13" W for 185.51 feet to a 5/8-inch iron rod;
- N 20° 38' 22" E for 174.37 feet to a 5/8-inch iron rod;
- N 30° 24' 02" E for 387.32 feet to a 5/8-inch iron rod;
- N 21° 07' 22" E for 321.60 feet to a 5/8-inch iron rod;
- N 16° 25' 38" E for 60.03 feet to a 5/8-inch iron rod;
- N 10° 57' 12" E for 384.75 feet to a 5/8-inch iron rod;
- N 02° 01' 05" E at 282.90 feet, passing the southerly line of the previously mentioned Texas-Illinois Natural Gas Co. Easement, continuing a total distance of 341.23 feet to a 5/8-inch iron rod in the center-line of said easement which marks the most northwesterly corner of this tract of 79.3434 acres of land;

THENCE N 60° 28' 30" E along the above mentioned center-line of the Texas-Illinois Natural Gas Pipeline Co. Easement and the northerly line of this herein described tract of 79.3434 acres, a distance of 1323.38 feet to the PLACE OF BEGINNING.

being known as FOX RUN, SECTION ONE, a subdivision within the County of Montgomery, State of Texas, according to the map or plat thereof recorded in Volume 10, page 95 of the Map Records of Montgomery 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 for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and

recorded or to be recorded in the Office of the County Clerk of Montgomery County, Texas, and 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, 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 and 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 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, 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 V 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 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 Lot which is subject to assessment by the Association.

ARTICLE VI
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 Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot 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 December 31, 1979.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and address 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>
Earl Gilbert	12620 IH 45 Frwy, Houston, Texas, 77037
Chris Gilbert	12620 IH 45 Frwy, Houston, Texas, 77037
Marvin Bendele	12620 IH 45 Frwy, Houston, Texas, 77037
H. H. Norman	8522 Long Point Road, Houston, Texas, 77055
J. S. Norman, Jr.	8522 Long Point Road, Houston, Texas, 77055
Ron Dagley	8522 Long Point Road, Houston, Texas, 77055
Jean Davis	9303 Hammerly, Houston, Texas, 77055
J. B. Hutchens	8522 Long Point Road, Houston, Texas, 77055
Foster Wooten	16215 Hwy 75 North, Houston, Texas, 77090

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII
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 consoli-

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day
of March, 1975.

H. H. Norman
H. H. Norman

Earl Gilbert
Earl Gilbert

J. S. Norman, Jr.
J. S. Norman, Jr.

Chris Gilbert
Chris Gilbert

Marvin Bendele
Marvin Bendele

THE STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on
this the 13 day of March, 1975, personally appeared before me, EARL
GILBERT, CHRIS GILBERT, and MARVIN BENDELE, who each being by me first
duly sworn, severally declared that they are the persons who signed the
foregoing document as incorporators, and that the statements therein
contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office
the day and year above written.

Lendall J. Williams
Notary Public in and for Harris County,
Texas.

THE STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this
the 13 day of March, 1975, personally appeared before me, H. H.
NORMAN and J. S. NORMAN, JR., who each being by me first duly sworn,
severally declared that they are the persons who signed the foregoing
documents as incorporators, and that the statements therein contained
are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office
the day and year above written.

Patricia A. Arldt
Notary Public in and for Harris County,
Texas. PATRICIA A. ARLDT
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

GIVE UNDER MY HAND AND SEAL on this ____ day of _____,
1987.

NOTARY PUBLIC STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority on this day personally appeared Ashley Metzler, of FOX RUN MAINTENANCE ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of FOX RUN MAINTENANCE ASSOCIATION, INC.

GIVE UNDER MY HAND AND SEAL on this 6th day of June,
1987. *1987*

Sharon J. Garland
NOTARY PUBLIC STATE OF TEXAS
Printed Name: Sharon J. Garland
My Commission Expires: 4/3/92

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority on this day personally appeared Louis O. Andrus, of FOX RUN MAINTENANCE ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of FOX, RUN MAINTENANCE ASSOCIATION, INC.

GIVE UNDER MY HAND AND SEAL on this 6th day of June,
1987. *1987*

Sharon J. Garland
NOTARY PUBLIC STATE OF TEXAS
Printed Name: Sharon J. Garland
My Commission Expires: 4/3/92

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority on this day personally appeared _____, of FOX RUN MAINTENANCE

dition, 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 non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership of each class of members.

ARTICLE X
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 Association: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XI
REGISTERED AGENT

The street address of the initial registered office of the Association is 12620 I.H. 45 Freeway, Suite 301, Houston, Texas, 77037, and the name of its registered agent at such address is Earl M. Gilbert.

ARTICLE XII
INCORPORATORS

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Earl Gilbert	12620 IH 45 Frwy, Houston, Texas, 77037
Chris Gilbert	12620 IH 45 Frwy, Houston, Texas, 77037
Maryin Bendele	12620 IH 45 Frwy, Houston, Texas, 77037
H. H. Norman	8522 Long Point Road, Houston, Texas, 77055
J. S. Norman, Jr.	8522 Long Point Road, Houston, Texas, 77055