

**SEP 18 1989**

**Corporations**  
**Section**

ARTICLES OF INCORPORATION OF  
KERRVILLE COUNTRY  
PROPERTY OWNER'S ASSOCIATION, INC.

The undersigned, all of whom are residents of Kerr County, Texas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

Article I

NAME

The name of the corporation is KERRVILLE COUNTRY PROPERTY OWNER'S ASSOCIATION, INC., hereafter called the "Association".

Article II

PRINCIPAL OFFICE

The registered office of the Association is located at 155 Drummond, Kerrville, Texas 78028.

Article III

REGISTERED AGENT

GORDON POLK, whose address is 155 Drummond, Kerrville, Texas 78028, is hereby appointed the initial registered agent of this Association.

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:

Kerrville Country Estates, Section I, Section II and Section III, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 4, Page 111, and in Volume 4, Page 131, and Vol. 4 , Page 284 of the Map Records of Kerr 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, and 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 recorded in Volume 208, Page 318, Deed Records of Kerr County, Texas, and that certain First Amended Declaration of Covenants, Conditions, and Restrictions recorded in Volume 214, Page 514, Deed Records of Kerr County, Texas, hereinafter called 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, 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

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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 a majority of the voting 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 to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by

X/V the members. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the entire membership, 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's) of the entire membership; and

— (g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the NonProfit

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Corporation Law of the State of Texas by law may now or hereafter have or exercise.

## MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot as well as any purchaser of any Lot by Contract for Deed which is subject by covenants of record to assessment by the Association 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

All Owners shall be entitled to one vote for each Lot owned by Deed or Contract for Deed. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### Article VI

#### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who must be members of the Association.

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The number of directors 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 selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
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Gordon Polk	155 Drummond Dr.
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Kerrville, Texas 78028

Lee Voelkel

1814 Kerrville Country Dr.  
Kerrville, Texas 78028

Dave Irwin

2040 Kerrville Country Dr.  
Kerrville, Texas 78028

Herb Douglas

2232 Stoney Brook  
Kerrville, Texas 78028

H. Ritman Jons

3231 Cedarwood  
Kerrville, Texas 78028

At the first annual meeting the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a number of directors necessary to fill the directors positions then coming vacant and all such terms shall be for three (3) years.

#### Article VIII

##### DURATION

The corporation shall exist perpetually.

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#### Article IX

##### AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3's) of the entire membership.

#### Article X

##### LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed 150 per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3's) of the entire membership.

#### Article XI

##### ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3's) of the entire membership.

#### Article XII

##### MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3's) of the entire membership.

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#### Article XIII

##### AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3's) of the entire membership.

#### Article XIV

##### AUTHORITY TO DEDICATE

The Association shall have power to 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 members entitled to cast a majority of the votes of the entire membership.

#### Article XV

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of the entire membership. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation,

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association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

#### Article XVII

##### MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XV

In order to take action under Articles X through XV, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast two-thirds (2/3's) of the votes of the

entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting.

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 10th day of

April — , 1989.

Gordon Polk