

**ARTICLES OF INCORPORATION
OF
SUN MEADOWS SUBDIVISION OWNERS ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas

AUG 01 2003

Corporations Section

Corporate Name

1. The name of the corporation is SUN MEADOWS SUBDIVISION OWNERS ASSOCIATION, INC.

Legal Status

2. The corporation is a nonprofit corporation organized pursuant to the Texas Nonprofit Corporation Act.

Duration

3. The period of duration of the corporation is perpetual.

Purposes

4. The purposes for which the corporation is formed are:
- a. Specifically and primarily to provide an organization consisting of the owners of lots in Sun Meadows Subdivision, College Station, Brazos County, Texas, and such other Sun Meadows phases or developments (that may be created within the property described below), as each of them is platted, amended and replatted from time to time, in the City of College Station, Texas, and being the tracts of land lying and being situated in the City of College Station, Brazos County, Texas, described as: Sun Meadows Subdivision, Phases One (1), Two (2), Two-A (2A) and Three (3), as reflected in Plats of said Property, recorded in Volume 4137, Page 254, Volume 4521, Page 100, Volume 4521, Page 101, and Volume 4521, Page 102, respectively all of the Official Records of Brazos County, Texas., in order to provide for the management, maintenance, preservation, improvement and architectural control of the subdivision.
 - b. Generally, to promote the health, safety, and welfare of the owners of lots in the subdivision, to exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Restrictions filed in Volume 4144, Page 210, and Volume 4537, Page 234, both of the Official Records of Brazos County, Texas, and their subsequent amendments, and in the Association's by-laws; and to do any and all other acts, levies, collections, enforcements, acquisitions, lending transactions, construction, improvement, and maintenance obligations and any and all other powers, rights, and privileges that a corporation organized under the Texas Nonprofit Corporation Act by law may now or at a later time have to exercise.

Initial Registered Office and Agent

5. The street address of the initial registered office is 2508 River Forest, Bryan, Texas 77802, and the name of its initial registered agent at such address is Hartzell B. Elkins.

Board of Directors

6. The affairs of the corporation shall be managed by a board of directors. The number of directors constituting the initial board is three (3). The number of directors may be changed by amendment of the by-laws of the corporation.

The name and addresses of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Hartzell B. Elkins	2508 River Forest Drive Bryan, Texas 77802
Fred Dulock	1901 Austin Avenue Waco, Texas 76701
Glenn Fuqua	10002 South Business 6 Navasota, Texas 77868

Incorporator

7. The name and street address of the incorporator of the corporation is:

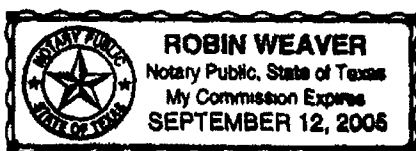
Hartzell B. Elkins
2508 River Forest Drive
Bryan, Texas 77802

SIGNED AND DATED this 29th day of July, 2003.


HARTZELL B. ELKINS

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this the 29th day of July, 2003, by Hartzell B. Elkins.




Notary Public, State of Texas

Corporation Search Results

Franchise Tax Certification of Account Status

This Certification Not Sufficient for Filings with Secretary of State

Do **not** include a certification from this Web site as part of a filing with the Secretary of State for dissolution, merger, withdrawal, or conversion. The Secretary of State will reject a filing that uses the certification from this site.

To obtain a certificate that is sufficient for dissolution, merger, or conversion, see Publication 98-336d, [Requirements to Dissolve, Merge or Convert a Texas Entity](#).

Certification of Account Status**Officers And Directors Information****Company Information:**

**SUN MEADOWS SUBDIVISION
OWNERS ASSOCIATION INC**
2508 RIVER FOREST DR
BRYAN, TX 77802-2827

Status:

**IN GOOD STANDING NOT FOR
DISSOLUTION OR WITHDRAWAL
through May 15, 2007**

Registered Agent:

HARTZELL ELKINS
2508 RIVER FOREST DRIVE
BRYAN, TX 77802

Registered Agent Resignation Date:**State of Incorporation:**

TX

File Number:

0800231298

Charter/COA Date:

August 1, 2003

Charter/COA Type:

Charter

Taxpayer Number:

32011960641

Susan Combs
Texas Comptroller of Public Accounts

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**BYLAWS OF
SUN MEADOWS SUBDIVISION OWNERS ASSOCIATION, INC.**

**ARTICLE 1
DEFINITIONS**

Sun Meadows Defined

1.01 "Sun Meadows" shall mean all of the real property located in the City of College Station, County of Brazos, State of Texas, including the land, all improvements and structures on the land, and all easements, rights and appurtenances to the land, more particularly described as follows:

Being that certain tract or parcel of real property lying and being situated in the City of College Station, Brazos County, Texas, described as: Sun Meadows Subdivision, Phases One (1), Two (2), Two-A (2A) and Three (3), as reflected in Plats of said Property, recorded in Volume 4137, Page 254, Volume 4521, Page 100, Volume 4521, Page 101, and Volume 4521, Page 102, respectively all of the Official Records of Brazos County, Texas, together with all associated common areas or other properties owned by the Association.

Declarations Defined

1.02 "Declarations" shall mean all of the Restrictions recorded in Volume 4144, Page 210, and Volume 4537, Page 234, both of the Official Records of Brazos County, Texas, or hereafter filed in the County Clerk's Office in Brazos County, Texas, and affecting Sun Meadows or any portions thereof, including any amendments to the Declarations as may be made from time to time in accordance with the terms of the Declarations.

Other Terms Defined

1.03 Other terms used in these Bylaws shall have the meaning given them in the Declarations, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

Corporation

2.01 The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Sun Meadows Subdivision Owners Association, Inc., referenced to as the "Association."

Applicability

2.02 The provisions of these Bylaws are applicable to Sun Meadows as defined in Paragraph 1.01 of these Bylaws.

Personal Application

2.03 All present or future Owners, their employees, guests, or other persons that use the facilities of Sun Meadows or its Common Areas, in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the Lots of Sun Meadows or the mere act of occupancy of any of the Lots or Common Areas will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser or occupant.

ARTICLE 3 OFFICES

Principal Office

3.01 The principal office of the Association shall be located in College Station, Brazos County, Texas.

Registered Officer and Registered Agent

3.02 The Association shall have and shall continuously maintain in Texas a registered office and a registered agent, whose office is identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

Membership

4.01 The membership of the Association shall consist of all of the Owners of the Lots within Sun Meadows. There shall be one class of membership.

Proof of Membership

4.02 The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot in Sun Meadows. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

4.03 The sole qualification for membership shall be ownership of a Lot in Sun Meadows. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are authorized or permitted under the Declarations.

Certificates of Membership

4.04 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership, if issued by the Board of Directors, shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

ARTICLE 5 VOTING RIGHTS

Voting

5.01 Voting shall be on a Lot basis. The Owner of each Lot is entitled to one vote. If a Lot has more than one Owner, the aggregate vote of the Owners of the Lot may not exceed the one vote assigned to the Lot.

Proxies

5.02 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on (i) conveyance by the Member of the Member's Lot, (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of such Member, or (iii) terms and conditions specifically set forth in such proxy. No proxy shall be valid after eleven (11) months from the date of its execution.

Quorum

5.03 The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least ten percent (10%) of the total voting power of the Association shall constitute a quorum for any action. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

Required Vote

5.04 The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of members, unless the vote of the greater number is required by statute.

ARTICLE 6 MEETING OF MEMBERS

Annual Meeting

6.01 The first meeting of the Association shall be the meeting at which the Bylaws are adopted by the initial Board of Directors named in the Articles of Incorporation. The second meeting of the Members of the Association shall be held within fourteen (14) months after the

first meeting, at a time and place to be designated by the Board. After the second meeting, the annual meeting of the Members of the Association shall be held on the third Wednesday of February of each succeeding calendar year at the hour of 5:30 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturdays and Sundays).

Special Meetings

6.02 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least 10% of the total voting power of the Association.

Place

6.03 Meetings of the Members shall be held within Sun Meadows or at a convenient meeting place as close to Sun Meadows as possible, as the Board may specify in writing in its sole discretion.

Notice of Meetings

6.04 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least 10 but not more than 50 days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Order of Business

6.05 The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Action Without Meeting

6.06 Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

ARTICLE 7 BOARD OF DIRECTORS

Number

7.01 The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than seven persons, all of whom may be, but need not be, members of the Association.

Term

7.02 At the first meeting of the Association, the incorporators shall elect Directors who shall hold office until the second meeting, which shall include the election of Directors by the Members. After the second meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

Removal

7.03 Directors may be removed from office without cause by a two-thirds majority vote of the Members of the Association.

Vacancies

7.04 In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of (i) inability to elect a successor Director hereunder, or (ii) an increase in the number of directors, shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

Compensation

7.05 With the prior approval of a majority of the Members of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

7.06 The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declarations of Sun Meadows and these Bylaws.

ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01 Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02 Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declarations. The nominees receiving the highest number of votes shall be elected.

ARTICLE 9 MEETINGS OF DIRECTORS

Regular Meetings

9.01 Regular meetings of the Board of Directors shall be held at least semi-annually at a place within Sun Meadows and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be by mail, email, a facsimile transmission, or personally to each Director at the Director's addresses and numbers on the records of the Association.

Special Meetings

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than two (2) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, facsimile transmission, or email to each Director at the Director's address and numbers as shown in the records of the Association.

Quorum

9.03 A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

Voting Requirements

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Open Meetings

9.05 Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not

participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

9.06 The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 10 OFFICERS

Enumeration of Officers

10.01 The Officers of this Association shall be a President and Vice-President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

Term

10.02 The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03 Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interest of the Association would be served by such removal.

Multiple Offices

10.04 Any two or more offices may be held by the same person, except the offices of President and Secretary.

Compensation

10.05 Officers shall receive such compensation for services rendered to the Association, if any, as determined by the Board of Directors and approved by a vote of thirty percent (30%) in number of the Members of the Association.

ARTICLE 11 PRESIDENT

Election

11.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

Duties

11.02 The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than two (2) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

ARTICLE 12 VICE PRESIDENT

Election

12.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice President.

Duties

12.02 The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice President by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

ARTICLE 13 SECRETARY

Election

13.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02 The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14 TREASURER

Election

14.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02 The Treasurer shall:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association.

ARTICLE 15 POWERS AND RESPONSIBILITIES

General Powers and Duties

15.01 The Association shall carry out all of the responsibilities and duties, and shall possess all of the powers, set out in the Declarations and the Texas Non-Profit Corporation Act, acting by and through its Board and officers. All enforcement of restrictions, assessments, liens, maintenance and other elements of the Declarations shall be diligently and consistently carried out by the Association.

Specific Duty, Power and Covenant

15.02 Without limiting the generality of Section 15.01, the Association, acting through its Board and officers, shall have the following powers and authorities:

- (a) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (b) Records. To keep books and records of the Association's affairs.
- (c) Assessments. To levy Assessments as provided in Article 16 below.
- (d) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot for the purpose of enforcing the Declarations; and the expense incurred by the Association in connection with the entry upon any Lot, and the work conducted thereon, (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 16 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declarations. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declarations.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (f) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (g) Landscape and Maintenance. To landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, signage, and other areas of the Property, as appropriate.
- (h) To accept, own, operate and maintain all Common Areas.

- (i) To grant and convey portions of Association property, including fee title, leasehold estates, easements, and right-of-way to any governmental entity for public utilities.

Indemnification

15.03 The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

ARTICLE 16 FUNDS AND ASSESSMENTS

Assessments

16.01 The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform within each Lot classification as outlined in the Declaration as amended from time to time.

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment may be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

Maintenance Funds

16.02 The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under these Bylaws. The funds of the Association must be used solely for purposes authorized by these Bylaws, as they may from time to time be amended.

Regular Annual Assessments

16.03 The initial annual Assessment shall be as follows:

Single Family Residence	\$120.00
Duplex	\$150.00

Thereafter, prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Declarations and these Bylaws, including, but not limited to, the cost of all entry ways, landscaping, greenbelts, common areas, median strips, and right-of-way maintenance, the cost of enforcing the Declarations, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided, and that level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

Special Assessments

16.04 In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declarations. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

Owner's Personal Obligation for Payment of Assessments

16.05 The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself for liability for such Assessments. In the event of default in the payment of any such Assessments, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1.25% per month), together with all costs and expense of collection, including reasonable attorney's fees.

Assessment Lien and Foreclosure

16.06 All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in 16.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be

entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall report to said mortgagee the status of any Assessments relating to the mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 17 BOOKS AND RECORDS

Maintenance

17.01 Complete and correct records of account and minutes of proceedings of Meetings of Members, Directors, and committees shall be kept in the possession of the officers or at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

17.02 The Declarations, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time during normal business hours (exclusive of weekends and holidays).

ARTICLE 18

Amendment of Bylaws

18.01 These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Attestation

18.02 Adopted by the Board of Directors on February 25, 2004.

SUN MEADOWS SUBDIVISION OWNERS
ASSOCIATION, INC.

By: Hartzell B. Elkins
Hartzell B. Elkins, Director

By: _____
Fred Dulock, Director

By: _____
Glenn D. Fuqua, Director

Certificate of Adoption of Bylaws

This is to certify:

That I am the duly elected, qualified and acting Secretary of SUN MEADOWS SUBDIVISION OWNERS ASSOCIATION, INC., and that the above bylaws were duly adopted as the bylaws of said Non-Profit Corporation by the Board of Directors of said Non-Profit Corporation.

Dated: February 25, 2004

By: _____
Glenn D. Fuqua, Secretary

The undersigned, being all the Directors of the Corporation, hereby consent to all the foregoing this 25th day of February, 2004.

Hartzell B. Elkins
HARTZELL B. ELKINS

FRED DULOCK

GLENN D. FUQUA


**WAIVER OF NOTICE OF THE ORGANIZATIONAL MEETING OF THE
DIRECTORS OF SUN MEADOWS SUBDIVISION OWNERS ASSOCIATION, INC.**

We, the undersigned, being all the directors of the above corporation hereby agree and consent that the organization meeting of Directors be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting: 2508 River Forest Drive, Bryan, Texas 77802

Date of meeting: February 25, 2004

Time of meeting: 5:30 p.m. CDST



Hartzell B. Elkins, Director

Fred Dulock, Director

Glenn Fuqua, Director

Dated: February 25, 2004

MINUTES OF THE ORGANIZATIONAL MEETING OF BOARD OF DIRECTORS

of

SUN MEADOWS OWNERS ASSOCIATION, INC.

The organizational meeting of the Board of Directors of Sun Meadows Owners Association, Inc. held its first meeting on February 25, 2004, at 5:30 o'clock, P.M., at 2508 River Forest Drive, Bryan, Texas 77802. Written waiver of notice was signed by all of the directors.

The following directors, constituting a quorum of the full board, were present at the meeting:

Hartzell B. Elkins	2508 River Forest Drive Bryan, Texas 77802
Fred Dulock	1901 Austin Avenue Waco, Texas 76701
Glenn Fuqua	10002 South Business 6 Navasota, Texas 77868

The following directors were absent:

None

On motion and by unanimous vote, Hartzell B. Elkins was elected temporary chairperson and then presided over the meeting. Glenn D. Fuqua was elected temporary secretary of the meeting.

The chairperson announced that the meeting was held pursuant to written waiver of notice signed by each of the Directors. Upon a motion duly made, seconded, and unanimously carried, the waiver was made part of the records of the meeting; it now precedes the minutes of this meeting in the Corporation's record book.

ARTICLES OF INCORPORATION

The chairperson announced that the Articles of Incorporation had been filed with the Secretary of State of the State of Texas on August 1, 2003. The chairperson announced that the certificate of incorporation was issued by the Secretary of State of the State of Texas on August 1, 2003. The chairperson then presented to the meeting the certificate of incorporation and attached a copy of the Articles, and the Secretary was instructed to insert these papers in the Corporation's record book.

BYLAWS

A proposed set of Bylaws of the Corporation was then presented to the meeting for adoption. The Bylaws were considered and discussed and, on motion duly made and seconded, it was unanimously

RESOLVED, that the Bylaws presented to this meeting be and hereby are adopted as the Bylaws of this Corporation;

RESOLVED FURTHER, that the Secretary of this Corporation elected at this meeting be directed to execute a certificate of adoption of the Bylaws, to insert the Bylaws as so certified in the Corporation's minute book and to see that a copy of the Bylaws, similarly certified, is kept at the Corporation's principal office, as required by law.

ELECTION OF OFFICERS

The chairperson then announced that the next item of business was the election of officers. Upon motion, the following persons were unanimously elected to the offices shown after their names:

Hartzell B. Elkins, President/Treasurer

Fred Dulock, Vice President

Glenn D. Fuqua, Secretary

Each officer who was present accepted the office. Thereafter, the President presided at the meeting as chairperson, and the Secretary acted as secretary.

CORPORATE SEAL

The Secretary presented to the meeting for adoption a proposed form of seal of the Corporation. Upon motion duly made and seconded, it was

RESOLVED, that the form of the corporate seal presented to this meeting be and hereby is adopted as the corporate seal of this Corporation, and the Secretary of this Corporation is directed to place an impression thereof in the space directly next to this resolution.

ACCOUNTING PERIOD

The Board next considered the question of the accounting period of the Corporation. After discussion, a motion was made, seconded, and unanimously approved, and it was

RESOLVED, that the accounting period of this Corporation shall end on December 31 of each year and shall begin on the next succeeding day.

PRINCIPAL EXECUTIVE OFFICE

After discussion as to the exact location of the Corporation's principal executive office in the city and county named in the Bylaws, upon motion duly made and seconded, it was

RESOLVED, that the principal executive office of this Corporation shall be 2508 River Forest Drive, Bryan, Texas 77802.

BANK ACCOUNT

The chairperson recommended that the Corporation open a bank account with Planters and Merchants State Bank. Upon motion duly made and seconded, it was

RESOLVED, that the funds of this Corporation shall be deposited with Planters and Merchants State Bank.

RESOLVED FURTHER, that the Treasurer of this Corporation be and hereby is authorized and directed to establish an account with said Banks and to deposit the funds of this Corporation therein.

RESOLVED FURTHER, that any officer, employee, or agent of this Corporation be and hereby is authorized to endorse checks, drafts, or other evidences of indebtedness made payable to this Corporation, but only for the purpose of deposit.

RESOLVED FURTHER, that all checks, drafts, and other instruments obligating this Corporation to pay money shall be signed on behalf of this Corporation by either the President or Vice President, without the necessity of joinder of any other person.

RESOLVED FURTHER, that said Banks be and hereby are authorized to honor and pay any and all checks and drafts of this Corporation signed as provided herein.

RESOLVED FURTHER, that the Secretary of this Corporation be and hereby is authorized to certify as the continuing authority of these resolutions, the persons authorized to sign on behalf of this Corporation and the adoption of said Banks' standard form of resolution, provided that said form does not vary materially from the terms of the foregoing resolutions.

RATIFICATION OF ACTS OF INCORPORATION

The Board also considered adoption of all acts heretofore taken by the incorporator, Hartzell B. Elkins. A motion was made, seconded and unanimously approved and it was

RESOLVED, that all the acts and deeds heretofore done by the incorporator and initial directors of this Corporation are hereby authorized, adopted, ratified, confirmed and approved as the acts and deeds of this Corporation.

PAYMENT AND DEDUCTION OF ORGANIZATIONAL EXPENSE

The Board next considered the question of whether or not it would be appropriate to apply to the Internal Revenue Service for a ruling or determination of recognition of the Corporation as an organization exempt from Federal income tax. Upon motion duly made, seconded and unanimously adopted, it was thereupon

RESOLVED, that the President and the Treasurer of this Corporation are authorized and empowered to prepare and file on behalf of the Corporation an appropriate application or request to the Internal Revenue Service seeking recognition of the Corporation as an organization exempt from Federal income tax, and that the President and Secretary are hereby authorized and directed to execute and deliver all documents and do all other things deemed necessary or desirable in connection with such application or request.

The Board next considered the question of whether or not it would be appropriate for the Corporation to authorize one or more officers of the Corporation to do the following: (i) secure exemptions from state, county, city, income, real property, sales, franchise, use and other taxes, (ii) register the Corporation as an organization with the proper state, county or city authorities, and (iii) qualify the Corporation to do business in states other than Texas. Upon motion duly made, seconded, and unanimously adopted, it was thereupon

RESOLVED, that the President and Secretary of the Corporation are hereby authorized and directed to execute and file all necessary applications and do all other things deemed by such officers necessary or desirable to secure for the Corporation appropriate

exemptions from state, county, city, income, real property, sales, franchise, use and other taxes.

MEMBERSHIP INTEREST ISSUED

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Board of Directors of SUN MEADOWS OWNERS ASSOCIATION, INC., are authorized to issue from time to time membership certificates to the owner (or owners) of each platted lot ("Lot") in the Sun Meadows Subdivision (with one certificate for each Lot if a Lot has multiple owners), such certificate to be issued upon an owner(s) providing evidence of ownership or acquisition of a Lot.

Thereafter, the President and Secretary of SUN MEADOWS OWNERS ASSOCIATION, INC. are authorized to issue additional membership certificates to appropriately qualified purchasers of Lots in the Subdivision.

COMPENSATION OF OFFICERS

Then followed a discussion concerning the compensation to be paid by the Corporation to its officers. Upon motion duly made and seconded, it was unanimously

RESOLVED, that, until further resolution of the Board to the contrary, no salaries be paid to the officers of this Corporation.

APPOINTMENT OF ACCOUNTANT

The need for hiring a certified public accountant for the Corporation was also discussed. Upon motion duly made and seconded, it was unanimously

RESOLVED, to employ Fred Dulock as the certified public accountant for the Corporation.

SUBDIVISION ASSESSMENTS

The effective date of the assessments for the Subdivision was then discussed. The President reported that costs of mowing the Association's property received by Deed from the developer of the Subdivision needed to be addressed not later than calendar year 2005. Upon motion duly made and seconded, it was unanimously

RESOLVED, to effectuate the annual assessments for the Subdivision beginning January 1, 2005, with payments to be due on or before February 1, 2005, said assessments to be initiated at the amounts set forth in Section 16.03 of the corporate Bylaws (\$120.00 for single family residences and \$150.00 for duplexes).

Since there was no further business to come before the meeting, on motion duly made and seconded, the meeting was adjourned.

Glenn D. Fuqua, Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: December 30, 2005

GRANTOR: GRAHAM ROAD, LTD., a Texas limited partnership

Grantor's Mailing Address (including county):

2508 River Forest Drive
Bryan, Brazos County, Texas 77802

GRANTEE: SUN MEADOWS OWNER'S ASSOCIATION, INC.

Grantee's Mailing Address (including county):

2508 River Forest Drive
Bryan, Brazos County, Texas 77802

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property (including any improvements):

TRACT ONE:

All that certain lot, tract or parcel of land being 5.72 acres situated in the ROBERT STEVENSON LEAGUE, A-54, and being out of and a part of the Sun Meadows Subdivision, Phase One Final Replat, according to the Plat recorded in Volume 4895, Page 270, Official Records of Brazos County, Texas; said 5.72 acre tract of land being all of the designated Greenbelt Area southwest of and adjacent to Schaffer Road within said Sun Meadows Subdivision, Phase One Final Replat, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO:

All that certain lot, tract or parcel of land being 2.15 acres situated in the ROBERT STEVENSON LEAGUE, A-54, and being out of and a part of the Sun Meadows Subdivision, Phase One Final Replat, according to the Plat recorded in Volume 4895, Page 270, Official Records of Brazos County, Texas; said 2.15 acre tract of land being all of the designated Greenbelt Area northeast of and adjacent to Schaffer Road within said Sun Meadows Subdivision, Phase One Final Replat, and being more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

- (1) Restrictions, buildings lines, easements and notations shown on Plats and in additional Restrictions for Sun Meadows Subdivision Phases 1, 2, 2A and 3, recorded in the Official Records of Brazos County, Texas.
- (2) Blanket Easement executed by Fritz Schaffer to the City of Bryan, dated June 12, 1975, recorded in Volume 340, Page 479, Deed Records of Brazos County, Texas.
- (3) Easement executed by Horace Schaffer and Clyde Schaffer, Trustees to the City of College Station, Texas, dated March 30, 1992, recorded in Volume 1464, Page 245, Official Records of Brazos County, Texas.
- (4) Easement executed by Horace Schaffer, Clyde Schaffer and Mary Lou Edmondson to the City of College Station, Texas, dated June 4, 1993, recorded in Volume 1822, Page 339, Official Records of Brazos County, Texas.
- (5) Easement executed by Horace Schaffer and Clyde Schaffer, Trustees and Mary Lou Edmondson to the City of College Station, Texas, dated November 17, 1994, recorded in Volume 2252, Page 43, Official Records of Brazos County, Texas.

- (6) Ordinance No. 2043, dated December 16, 1993, recorded in Volume 2011, Page 15, Official Records of Brazos County, Texas.
- (7) Mineral Deed executed by Anton Zak to Mrs. Harriet Constance Tyrell, dated February 17, 1937, recorded in Volume 93, Page 218, Deed Records of Brazos County, Texas.
- (8) Mineral Deed from Anton Zak, et al to Mrs. Harriet Constance Tyrell, dated December 4, 1937, recorded in Volume 95, Page 134, Deed Records of Brazos County, Texas.
- (9) Mineral Deed executed by Mrs. Harriet Constance Tyrell joined by her husband, J. J. Tyrell to Richard Kline, dated March 28, 1938, recorded in Volume 96, Page 59, Deed Records of Brazos County, Texas.
- (10) Mineral Deed executed by Mrs. Harriet Constance Tyrell joined by her husband, J.J. Tyrell to Maurice Hirsch and I. Mark Westheimer, dated December 6, 1937, recorded in Volume 95, Page 136, Deed Records of Brazos County, Texas.
- (11) Mineral conveyance in Executor's Deed executed by Gus Block, Independent Executor of the Estate of Maurice Hirsch, Deceased to Gus Block and Michael S. Wilk, as Independent Co-Executors of the Estate of Winifred Busby Hirsch, Deceased, dated June 3, 1991, recorded in Volume 1276, Page 241, Official Records of Brazos County, Texas.
- (12) Mineral conveyance in Executor's Deed executed by Gus Block and Michael S. Wilk, as Independent Co-Executors of the Estate of Winifred Busby Hirsch, Deceased to the Houston Arts Combined Endowment Foundation, a Texas non- profit corporation, dated June 29, 1994, recorded in Volume 2164, Page 269, Official Records of Brazos County, Texas.
- (13) Mineral conveyance in Executor's Deed executed by Alan D. Westheimer and Donald N. Westheimer, as Independent Co-Executors of the Estate of I. Mark Westheimer, Deceased to Alan D. Westheimer and Donald N. Westheimer, dated effective April 1, 1989, recorded in Volume 3263, Page 5, Official Records of Brazos County, Texas.
- (14) Mineral reservation in Deed executed by Horace Schaffer, Mary Lou Edmondson, and Clyde W. Schaffer and Mauline Schaffer Trust to Joe Courtney, Trustee, dated August 29, 1997, recorded in Volume 2933, Page 198, Official Records of Brazos County, Texas.
- (15) Mineral reservation in Deed executed by Horace Schaffer, Mary Lou Edmondson, and Clyde W. Schaffer and Mauline Schaffer Trust to Joe Courtney, Trustee, dated August 29, 1997, recorded in Volume 2933, Page 202, Official Records of Brazos County, Texas.
- (16) Mineral reservation in Deed executed by Hartzell B. Elkins to Graham Road, Ltd., dated February 2, 2001, recorded in Volume 4047, Page 142, Official Records of Brazos County, Texas.
- (17) Oil, Gas and Mineral Lease executed by Alphonse Zak to Tyrell Petroleum Co., dated January 15, 1935, recorded in Volume 88, Page 591, Deed Records of Brazos County, Texas.
- (18) Oil, Gas and Mineral Lease executed by Anton Zak to Francis & Stone Oil Company, dated October 12, 1936, recorded in Volume 92, Page 575, Deed Records of Brazos County, Texas.
- (19) Oil, Gas and Mineral Lease executed by Alphonse Zak to Francis and Stone Oil Company, dated October 19, 1936, recorded in Volume 92, Page 563, Deed Records of Brazos County, Texas.
- (20) Oil, Gas and Mineral Lease executed by Anton Zak and Albina Zak to Tyrell Petroleum Co., dated November 15, 1934, recorded in Volume 88, Page 549, Deed Records of Brazos County, Texas.
- (21) Oil, Gas and Mineral Lease executed by A. G. Edmonds and wife, Elizabeth A. Edmonds to F. C. Roensch, dated May 29, 1942, recorded in Volume 4, Page 252, Oil, Gas & Mineral Lease Records of Brazos County, Texas.
- (22) Oil, Gas and Mineral Lease executed by Fritz Schaffer and wife, Minnie Schaffer to Placid Oil Company, dated January 23, 1978, recorded in Volume 30, Page 102, Oil, Gas & Mineral Lease Records of Brazos County, Texas.

- (23) Oil, Gas and Mineral Lease executed by Charles G. Carroll, Jr., et ux, et al to Jordan Engineering, Inc., dated March 26, 1979, recorded in Volume 34, Page 480, Oil, Gas & Mineral Lease Records of Brazos County, Texas.
- (24) All oil, gas and other minerals, together with the rights of ingress and egress for developing, mining, producing and transporting the same, heretofore reserved or conveyed by predecessors in title.
- (25) This conveyance is also made subject to all other valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, leases, encumbrances and covenants of whatsoever nature of record, if any, and also to the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to enforceable against the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, but only when the claim is by, through or under Grantor, and not otherwise.

Taxes have been prorated as of the date of this Deed. Grantee assumes payment of all ad valorem taxes, standby fees and assessments for the year 2006 and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

GRAHAM ROAD, LTD.

By: E & F Development, Inc., General Partner

By: Hartzell B. Elkins
Hartzell B. Elkins, President

STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 21st day of February, 2006, by Hartzell B. Elkins, President of E & F Development, Inc., a Texas corporation, on behalf of said corporation as General Partner of Graham Road, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Robin W. Manthei
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
BRUCHEZ, GOSS, THORNTON, MERONOFF & HAWTHORNE, P.C.
4543 Carter Creek Parkway, Suite 100
Bryan, Texas 77802 File Number: 01-5016/WST/num

AFTER RECORDING RETURN TO:
AGGIELAND TITLE COMPANY
3740 Copperfield Drive, Suite 101
Bryan, Texas 77802