

**AMENDED AND RESTATED  
CERTIFICATE OF FORMATION [ARTICLES OF INCORPORATION]  
OF  
WINDY HILL FARMS HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Sections 22.105 and 22.106 of the Texas Business Organizations Code, formerly Articles 1396-4.02 and 1396-4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Amended and Restated Certificate of Formation [Articles of Incorporation] of Windy Hill Farms Homeowners Association, Inc.

**ARTICLE I  
NAME**

The name of the corporation is WINDY HILL FARMS HOMEOWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II  
TYPE OF CORPORATION**

The Association is a non-profit corporation and has no capital stock.

**ARTICLE III  
DURATION**

The period of duration is perpetual.

**ARTICLE IV  
PURPOSES AND POWERS**

The Association does not contemplate pecuniary gain or profit to its Members, and the purposes for which it is formed are to provide for the maintenance and preservation of the residence lots and common areas within the real property described in the Declaration of Covenants, Conditions, and Restrictions for WINDY HILL FARMS, a subdivision in Murphy, Collin County, Texas (the " Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles, and for these purposes, the Association shall have the following powers:

(a) 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 Declaration and as the Declaration may be amended from time to time, said Declaration is incorporated here as if set forth at length;

(b) To fix, levy, and collect (enforcing payment by any lawful means) all charges and assessments according to the terms of said 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 for example, but not by way of limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) to purchase, receive, lease, 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 or to dedicate, sell, or transfer all, or any part, of any real or personal property to a public agency for utilities or other purposes according to applicable laws, rules, and regulations in connection with the affairs of the Association;

(d) to borrow money and assign its right to future income (assessments), and, with the assent of two-thirds (2/3) of Members, to mortgage or pledge any of its real or other personal property as security for money borrowed or debts incurred;

(e) to engage the services of agents, independent contractors, or employees to manage, operate, or perform any part of the affairs and business of the Association; and

(f) to have and exercise all powers, rights, and privileges a corporation organized under the Texas Business Organizations Code may now or hereafter have or exercise, and to do and perform any lawful things and acts which in its discretion are necessary or desirable to carry out any of the purposes for which the Association is formed, and pay the related costs and/or expenses.

## **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. Membership is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership.

## **ARTICLE VI VOTING RIGHTS**

The Association shall have one class of voting membership consisting of all those Owners (as defined in the Declaration). Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V above. When more than one person holds such 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. The voting rights of the Members shall be as set forth in the Bylaws, and as governed by Chapter 209 of the Texas Property Code.

**ARTICLE VII  
AGENT AND OFFICES**

Principal Management Group, 12700 Park Central Drive, Suite 600, Dallas, Texas 75251 is the initial registered agent and office, respectively, of the Association. The principal office of the Association is located at the same address.

**ARTICLE VIII  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of directors consisting of five (5) persons, each of whom shall have one vote. The method of election, removal and filling of vacancies, and the term of office and number of directors shall be as set forth in the Bylaws, and as governed by Chapter 209 of the Texas Property Code.

**ARTICLE IX  
MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the voting membership; all subject, however, to the provisions relating to annexation as set forth in the Declaration.

**ARTICLE X  
AUTHORITY TO MORTGAGE**

Any mortgage by the Association of the common area defined in the Declaration shall require the assent of two-thirds (2/3) of the entire membership.

**ARTICLE XI  
AUTHORITY TO DEDICATE**

The Association shall have power to dedicate, sell, or transfer all or any portion of the common area to any public agency, authority, or utility for such purpose, and subject to such conditions, as may be agreed to by the Members. No such dedication or transfer may be effective unless an instrument has been signed by Members, or by an officer of the Association authorized by Members, entitled to cast two-thirds (2/3) of the votes of the entire membership, agreeing to the dedication, sale, or transfer.

**ARTICLE XII  
DISSOLUTION**

The Association may be dissolved with the assent in writing and signed by not less than two-thirds (2/3) of the entire membership or by an officer of the Association authorized by such

number of Members. 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 non-profit corporation, association, trust, or other organization to be devoted to those purposes and uses that would most nearly reflect the purposes and uses for which they were required to be devoted by the Association.

**ARTICLE XIV  
AMENDMENTS**

Amendments of these Articles shall require the assent of at least two-thirds (2/3) of the votes that members in person or by proxy are entitled to cast at the meeting at which the action is submitted for vote.

**ARTICLE XV  
INCORPORATOR**

The name and address of the original Incorporator is Mark V. Murray, 2200 One Galleria Tower, L.B. 48, 13355 Noel Road, Dallas, Texas 75240-6657.

The foregoing amendments were adopted at a meeting of the Members held on \_\_\_\_\_, 2012, at which more than three-quarters (3/4) of the Members voted in favor of and approved such amendments.

**IN WITNESS WHEREOF**, the Association has caused this instrument to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2012.

**WINDY HILL FARMS HOMEOWNER  
ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_