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W/O

AFTER RECORDING, PLEASE RETURN TO:

FILED
TARRANT COUNTY TEXAS

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
3850 Bank One Center
1717 Main Street
Dallas, Texas 75201

2000 FEB 21 P 1:48

CLERK OF COURTS
TARRANT COUNTY TEXAS



**CERTIFICATE AND MEMORANDUM OF RECORDING
OF ASSOCIATION DOCUMENTS FOR HEATHERWOOD
ESTATES HOMEOWNERS ASSOCIATION, PHASE 3, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for Heatherwood Estates Homeowners Association, Phase 3, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the instruments attached hereto are true and correct copies of the following:

- (a) Articles of Incorporation of Heatherwood Estates Homeowners Association, Phase 3, Inc. (Exhibit "A-1"), and
- (b) By-Laws of Heatherwood Estates Homeowners Association, Phase 3, Inc. (Exhibit "A-2").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing documents.

IN WITNESS WHEREOF, Heatherwood Estates Homeowners Association, Phase 3, Inc. has caused this Certificate and Memorandum of recording of Association documents to be effective as of the 1st day of January, 2000.

FILED
TARRANT COUNTY TEXAS

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HEATHERWOOD ESTATES HOMEOWNERS
ASSOCIATION, PHASE 3, INC.

By: Judd Austin, Jr.
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Heatherwood Estates Homeowners Association, Phase 3, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 23rd day of February, 2000.



Kelley Tidwell
Notary Public, State of Texas

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Unofficial Copy

MAR 05 1995

Corporations Section

ARTICLES OF INCORPORATION
OF HEATHERWOOD ESTATES
HOMEOWNERS ASSOCIATION, PHASE 3, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation:

ARTICLE I

Definitions

The following words when used in these Articles of Incorporation shall have the following meanings:

- (a) "Corporation" or "Association" means the corporation incorporated hereunder.
- (b) "Owner" means and refers to every person or entity who is a record owner of a fee estate or undivided fee estate in any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (c) "Member" means each Owner.
- (d) "Lot" means any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- (e) "Property" or the "Properties" that certain real property described in Exhibit attached and made a part hereof, and any addition brought within the jurisdiction of the Corporation.
- (f) "Common Area" means all real property owned by the Corporation.
- (g) "Common Properties" means all real property (including the improvements thereto) maintained by the Corporation for the common benefit, use and enjoyment of the Owners.
- (h) "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for Heatherwood Estates, Phase 3, applicable to the Property executed by Centennial Homes, Inc. and recorded in the office of the County Clerk of Tarrant County, Texas, as the same may be amended or supplemented from time to time as therein provided.

EXHIBIT A-1

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ARTICLE II

The name of the Corporation is Heatherwood Estates Homeowners Association, Phase 3, Inc.

ARTICLE III

This Corporation is a non-profit corporation. The general purposes for which it is formed are to promote the health, safety and welfare of the Members and to provide for the maintenance of the Common Properties. The specific purposes for which this Corporation is formed include (but shall not be limited to) the following:

(a) To borrow money and to 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 Corporation.

(b) To maintain the Common Properties for the Members.

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, reference to which is hereby made for all purposes.

(d) To fix, levy, collect and enforce payment by any lawful means of, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Area or any other property owned by the Corporation.

(e) Insofar as permitted by law, to do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents of the Property; provided that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and provided further that no part of the activities of the Corporation shall be carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE IV

The address of the initial registered office of the Corporation is 200 Crescent Court, Suite 1500, Dallas, Texas 75201, and the name of its initial registered agent at such address is Charles C. Jordan.

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ARTICLE V

The period of duration of the Corporation is perpetual.

ARTICLE VI

The business and affairs of the Corporation shall be managed by a Board of three (3) Directors, who need not be Members of the Corporation. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the persons who are to act initially in the capacity of Directors until the selection of their successors are:

Don Allen

Centennial Homes, Inc.
5757 Alpha Road
Suite 700
Dallas, Texas 75240

Nick Serris

Centennial Homes, Inc.
5757 Alpha Road
Suite 700
Dallas, Texas 75240

John Kackley

Centennial Homes, Inc.
5757 Alpha Road
Suite 700
Dallas, Texas 75240

ARTICLE VII

The name and street address of the incorporator is Charles C. Jordan, 200 Crescent Court, Suite 1500, Dallas, Texas 75201.

ARTICLE VIII

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE IX

The Corporation shall have two classes of voting membership: Class A and Class B, and each respective class shall have the voting rights provided in the Declaration.

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ARTICLE X

Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the Corporation may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members or directors as would be necessary to take that action at a meeting at which all the members or directors were present and voted.

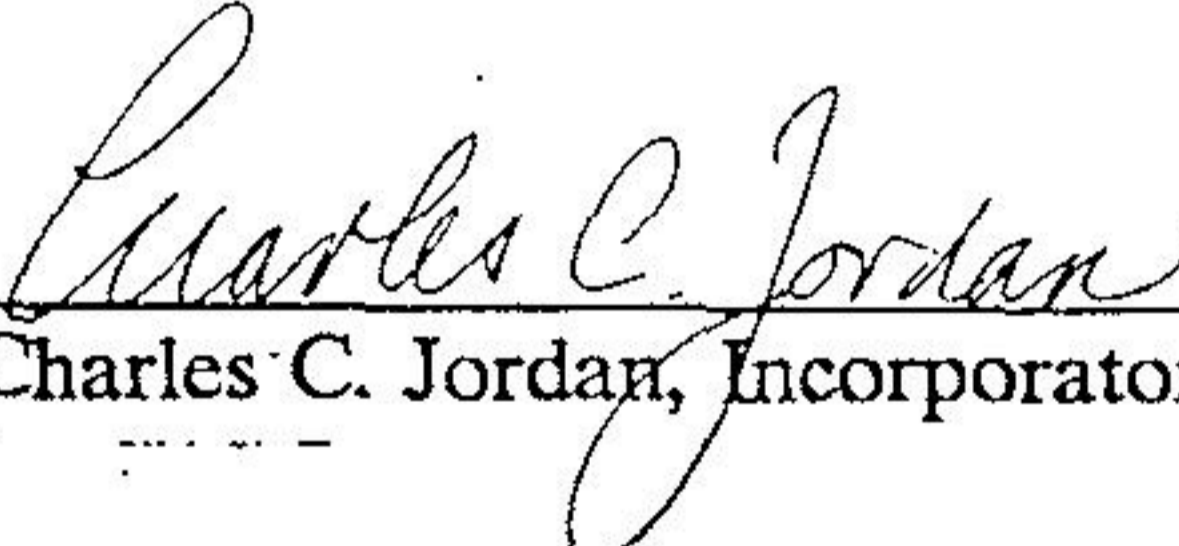
ARTICLE XI

The Corporation shall have no stock or shares.

ARTICLE XI

Upon dissolution of the Corporation, other than incident to a merger or consolidation, no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any assets of the Corporation. The assets both real and personal of the Corporation shall be dedicated (or contributed, in the case of reserve funds or other cash sums) to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those in which they were required to be devoted by the Corporation. 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 organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1986 or the corresponding provisions of any United States Internal Revenue law.

IN WITNESS WHEREOF, I have hereunder set my hand this 2nd day of March, 1995.



Charles C. Jordan, Incorporator

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**BY-LAWS OF
HEATHERWOOD ESTATES
HOMEOWNERS ASSOCIATION, PHASE 3, INC.
A TEXAS NON-PROFIT CORPORATION**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Heatherwood Estates Homeowners Association, Phase 3, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 5757 Alpha Road, Suite 700, Dallas, Texas 75240, but meetings of Members and Directors may be held at such places within the State of Texas, County of Dallas, Tarrant or Collin, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The following words when used in these By-laws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

Section 1. "Association" shall mean and refer to Heatherwood Estates Homeowners Association, Phase 3, Inc., its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Centennial Homes, Inc., its successors and assigns if Centennial Homes, Inc. no longer owns one or more Lots if such

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successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Heatherwood Estates Phase 3, executed by Centennial Homes, Inc. dated as of March 1, 1995 applicable to the Properties recorded in the Office of the County Clerk of Tarrant County, Texas.

Section 8. "Member" (or "member") shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the members shall be held as determined by the Board of Directors. The meetings shall be held at the place and hour designated by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, 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. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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ARTICLE IV

BOARD OF DIRECTORS:

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect from among the nominees designated as provided in Article V one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of candidates to fill vacancies on the Board of Directors created by the expiration of a director's term of office shall be made by the Board of Directors. Nominations may also be made by members from the floor at the annual meeting. The Board of Directors shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any director, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
 - (1) fix and give notice of the amount of the annual assessment against each Lot; and
 - (2) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or may not assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) to the extent the Association has available funds, procure and maintain liability insurance and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, to the extent only as it may deem appropriate;
- (g) to the extent the Association has available funds, cause the Common Facilities to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who may at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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 such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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(c) The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; caused an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out the Association's purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and

interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XII

CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIII

AMENDMENTS

Section 1. These By-laws may be amended by a unanimous vote of the Board of Directors.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Heatherwood Estates Homeowners Association, Phase 3, Inc., have hereunto set our hands this 20 day of March, 1995.

[Signature]

[Signature]

[Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Heatherwood Estates Homeowners Association, Phase 3, Inc., a Texas corporation, and

THAT the foregoing By-laws constitute the originals By-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21 day of March, 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 21 day of March, 1995.

[Signature]
Secretary

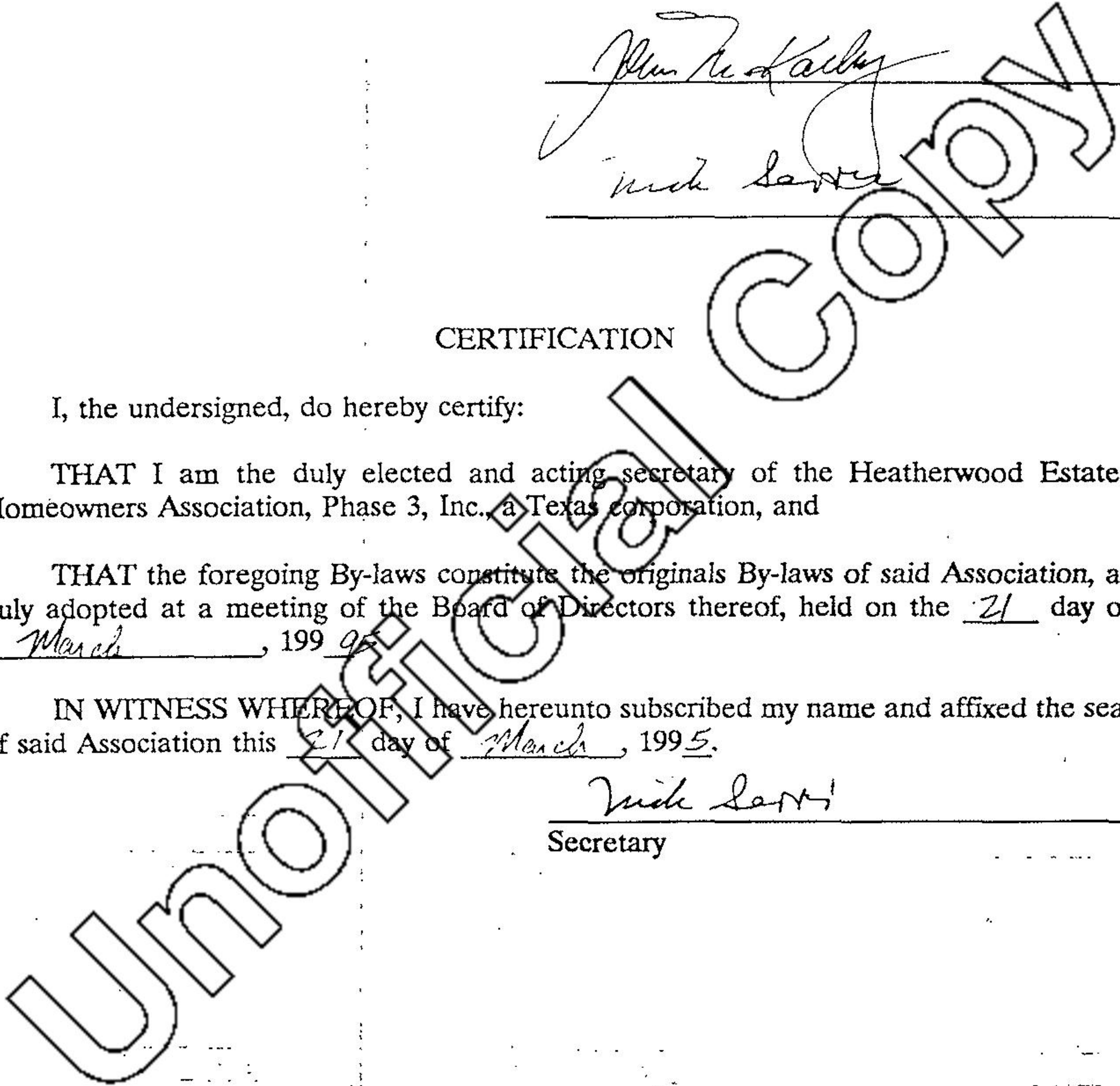


EXHIBIT B

Those tracts and parcels of real property located in the City of Plano, Collin County, Texas and more particularly described as follows:

- (a) All real property subject to the Declaration of Covenants, Conditions and Restrictions for Heatherwood Estates, Phase 3, recorded on March 7, 1995 in Volume 11899, Page 0001, et seq. of the Real Property Records of Tarrant County, Texas; and
- (b) All real property described in the plat for Heatherwood Estates, Phase 3, recorded in Cabinet A, Slide 1834 of the Map or Plat Records of Tarrant County, Texas, and collectively comprising approximately 15.7 acres of land out of the J. Edmonds Survey, Abstract No. 457, all in Tarrant County, Texas.

Exhibit-B.wpd

Unofficial Copy

D200038317
HENRY ODDO AUSTIN & FLETCHER
3850 BANK ONE CENTER
1717 MAIN ST
DALLAS TX 75201

W A R N I N G - T H I S I S P A R T O F T H E O F F I C I A L R E C O R D - - D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
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O F F I C I A L R E C E I P T

T O: HENRY ODDO AUSTIN & FLETCHER

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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T O T A L : D O C U M E N T S : 01 F E E S : 39.00

B Y _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.