

FILED  
In the Office of the  
Secretary of State of Texas

JUL 31 2015

Corporations Section

## CERTIFICATE OF FORMATION

OF

ARCADIA COMMUNITY ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas and United States and acting as the organizer of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for the corporation:

ARTICLE I  
Corporate Name

The name of the corporation is ARCADIA COMMUNITY ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

ARTICLE II  
Legal Status

The Association is a nonprofit corporation organized pursuant to the Texas Business Organizations Code, including Chapters 20 and 22 thereof.

ARTICLE III  
Duration

The period of duration of the Association is perpetual.

ARTICLE IV  
Purposes

The purposes for which the Association is organized and powers of the Association incident thereto are specifically and primarily to provide an organization consisting of the Owners of Lots within the Arcadia subdivision, a residential subdivision located within Harris County, Texas (the "Subdivision"), as more particularly described in that certain Instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Arcadia," filed of record on July 24, 2015, under Clerk's File Number 20150329556, Official Public Records of Real Property of Harris County, Texas, as the same may be from time to time amended (the "Declaration"), and in accordance with the Declaration to provide for the management, maintenance, preservation and operation of and architectural control within the Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of the Association, including without limitation for such purposes and with respect to the said powers as follows:

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 this Certificate of Formation, and in the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines, all written policies, decisions and resolutions of the Association's Board of Directors and Architectural Control Committee, and amendments to any of the foregoing (all such Instruments sometimes herein referred to as the "Governing Documents");

B. to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and other Governing Documents, and to pay all expenses in connection with such charges or assessments and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

C. to regulate and control the use, maintenance, repair, replacement, modification and appearance of the Subdivision, including, without limitation, the construction, reconstruction or alteration of any building or other improvement to be erected, maintained or altered upon any Lot, tract, parcel, site or reserve within the Subdivision which is subject to the jurisdiction of the Association;

D. to cause to be enforced the restrictions, covenants, conditions and easements imposed upon all or any part of the Subdivision by the Declaration and other Governing Documents;

E. to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, lease for any Association purposes, sell, convey, dedicate for public use and otherwise deal in, dispose of and/or alienate any interest in any real or personal property, including all "Community Properties" as that term is defined in the Declaration, as the Board of Directors may deem necessary or appropriate to the Association's purposes, including, without limitation, as provided in the Declaration and other Governing Documents;

F. to borrow money, and to mortgage, pledge, deed in trust or otherwise encumber, alienate or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association;

G. to act in the capacity of principal, agent, joint venturer, partner, or otherwise as the Board of Directors may deem necessary or appropriate to its purposes, including as provided in the Declaration and other Governing Documents;

H. to institute or defend any litigation in the corporate name with respect to the Association or any Association property, at the Association's expense, and to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board of Directors may determine, the decisions of the Board of Directors as to any of the foregoing to be final and conclusive; and

I. to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Law may by law now or hereafter have and exercise, including any and all powers, rights and privileges now or hereafter granted or permitted by the Texas Business Organizations Code, or by the Declaration or other Governing Documents.

The enumerations of purposes and powers in this Certificate of Formation are to be broadly construed as independent purposes and powers, and do not limit the Association's general or implied purposes or powers, or any additional purposes or powers as provided in the Declaration or other Governing Documents or by law.

## ARTICLE V

Initial Registered Office and Agent

The street address of the initial registered office of the Association is 720 North Post Oak Road, Suite 140, Houston, Texas 77024, and the name of its initial registered agent at such address is KING PROPERTY MANAGEMENT.

## ARTICLE VI

Board of Directors

A. Management by Board of Directors. Subject to the Declaration and except as otherwise provided therein, the management of the Association is vested in its Board of Directors, and in such committees of the Board as the Board may from time to time establish. The Declaration and Bylaws will provide the qualifications, manners of selection, duties, terms, and other matters relating to the Board of Directors except as otherwise expressly provided in this Certificate of Formation.

B. Initial Directors. The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the Initial Directors are:

<u>Name</u>	<u>Address</u>
Ernie Loeb	5353 W. Sam Houston Pkwy., Suite 100 Houston, Texas 77041
Matt Janke	5353 W. Sam Houston Pkwy., Suite 100 Houston, Texas 77041
Paul Carey	5353 W. Sam Houston Pkwy., Suite 100 Houston, Texas 77041

C. Subsequent Directors. The Initial Directors as above provided will serve as Directors until their successors are elected and have qualified as provided in the Declaration and the Association's Bylaws.

D. Number of Directors. The number of Directors will be fixed by, or in the manner provided in, the Declaration and the Association's Bylaws; provided, the number of Directors may not be less than three (3), and no decrease in the number of Directors may have the effect of shortening the term of any incumbent Director.

## ARTICLE VII

Organizer

The name and street address of the organizer is:

<u>Name</u>	<u>Address</u>
Ernie Loeb	5353 W. Sam Houston Pkwy., Suite 100 Houston, Texas 77041

ARTICLE VIII  
Membership; Voting Rights

A. Membership. Every Person who is the "Owner" (as that term is defined in the Declaration) of a fee simple title or undivided fee simple title interest in any Lot that is subject to the Declaration will be deemed to have a membership in the Association. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate any Owner's membership. No Owner, whether one or more Persons, will have more than one membership per Lot. Membership is appurtenant to and may not be separated from ownership of any Lot, and will automatically pass with the title to the Lot.

B. Voting Rights. Voting rights of the members of the Association will be determined as set forth in the Declaration.

C. Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons will be members of the Association, but the vote rights of all such joint Owners will be exercised and controlled as provided in the Declaration.

D. Cumulative, Fractional and Split Voting Prohibited. Neither cumulative voting nor fractional or split voting will be permitted as to any matter placed before the membership for a vote, including election of Directors.

ARTICLE IX  
Action Without Meeting

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action taken is signed by the number of members having the total number of votes of the Association necessary to take the action, as determined under the Declaration, this Certificate of Formation or other applicable Governing Document, or by law.

ARTICLE X  
Dissolution

The Association may be dissolved only with the vote, consent or approval of the Owners of not less than eighty percent (80%) of all Lots then contained in the Subdivision. In the event of the liquidation, dissolution or winding up of the Association other than incident to a merger or consolidation, whether voluntary or involuntary, the Directors must dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefor, in such manner as the Board, in the exercise of its absolute discretion, and by majority vote, determines; provided, such disposition must be exclusively in the furtherance of the same or similar purposes for which the Association was created, and the property and the assets of the Association may not accrue to the benefit of any officer, Director, member, or any individual having a personal or private interest in the affairs of

the Association or any organization which engages in any activity in which the Association is precluded from engaging.

ARTICLE XI  
Limitation of Liability; Indemnification

A. "Association Representative(s)" Defined. As used in this Article, "Association Representative(s)" means each current or former Director, governing person, officer, delegate employee and agent of the corporation, as such terms are defined in the Texas Business Organizations Code.

B. Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 and Sections 22.222 and 22.235 thereof, an Association Representative is not liable to the corporation, to any Owner or member of the corporation, or to any other Person for any act by the Association Representative in the Person's capacity as an Association Representative unless the Person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the corporation.

C. Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the corporation agrees to and is required to indemnify, defend, protect, and hold harmless, and to advance expenses to, each Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding subsection (B). The provisions of this subsection (C) constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.

D. Liability Arising From Conduct of Owners. Each Owner, and each Owner's tenants, must indemnify and keep indemnified, defend, protect and hold harmless, the Association and all Association Representatives from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and any and all other legal actions or proceedings whatsoever caused or arising, directly or indirectly, through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family member, guests, invitees, servants, agents or employees of either.

E. Additional and/or Subsequent Authority. To the fullest extent provided in other Governing Documents, and if the Texas Non-Profit Corporation Act, Texas Business Organizations Code, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute is enacted, construed or amended subsequently to the filing of this Certificate of Formation to further eliminate or limit liability or further authorize indemnification than as authorized, permitted or required by this Article XI, then such liability will be eliminated or limited and such right to indemnification will be expanded to the fullest extent permitted by such other Governing Documents or by such statutory enactment, construction or amendment.

F. Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be


reported in writing to all Owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of members, or (ii) with or before the next submission to members of a consent to action without a meeting, or (iii) within twelve months after the date of the indemnification or advance.

G. No Impairment. Any repeal or modification of this Article XI by the members of the Association or otherwise may not adversely affect any right or protection existing at the time of such repeal or modification.

ARTICLE XII  
Amendment

This Certificate of Formation may be amended from time to time, in any and as many respects as may be desired, in any manner permitted by the Texas Business Organizations Code, including by the Board of Directors as provided in Section 22.107(b) of the Texas Business Organizations Code, or by the members having voting rights as provided in Section 22.105 of the Texas Business Organizations Code.

IN WITNESS WHEREOF, I have set my hand this 31<sup>st</sup> day of July, 2015.

  
\_\_\_\_\_  
ERNIE LOEB, Organizer

**AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION**  
**(PURSUANT TO TEXAS PROPERTY CODE, SECTION 202.006)**

PROPERTY OWNERS' ASSOCIATION:

ARCADIA COMMUNITY ASSOCIATION, INC.

PROPERTY DESCRIPTION:

ARCADIA, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. 20140562084, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 670239, Map Records of Harris County, Texas.

The undersigned affiant on oath swears that the following statements are true:

1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is the President of the above designated property owners' association, and as such is duly authorized to make this affidavit. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the exhibits which contain the originals or exact duplicates of the originals of each of the instruments listed below. Each instrument has been duly adopted by the "Declarant" as defined in that certain "Declaration of Covenants, Conditions, Restriction and Easement for Arcadia" heretofore filed under Clerk's File No. 20150329556, Official Public Records of Real Property of Harris County, Texas, as amended, and each of the instruments are hereby ratified and confirmed for and on behalf of and as applicable to the above designated property owners' association and property. The Exhibits and instruments as aforesaid are as follows:

- A. Certificates of Filing and Formation
- B. Bylaws
- C. Assessment Collection Policy
- D. Association Documents Inspection and Copying Policy
- E. Association Documents Retention Policy
- F. Architectural Guidelines – Antenna and Satellite Guidelines
- G. Declarant's Adoption of Bylaws, Policies and Guidelines

DATED: November 14, 2016

ARCADIA COMMUNITY ASSOCIATION, INC.,  
a Texas nonprofit corporation

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

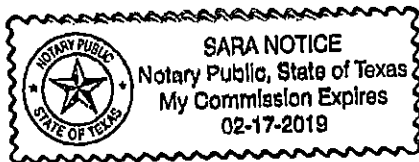
  
Michael D. Miller, President

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 14 day of November 2016, by Michael D. Miller, President of ARCADIA COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation.

[SEAL]



Sara Notice  
Notary Public, State of Texas

After Recording, Please Return To:

Mr. Lou W. Burton  
WILSON, CRIBBS & GOREN, P.C.  
2500 Fannin Street  
Houston, Texas 77002

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RP-2016-517481

**EXHIBIT "A"**  
**(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION  
FOR ARCADIA)**

**ARCADIA COMMUNITY ASSOCIATION, INC.**

**CERTIFICATES OF FILING AND FORMATION**

RP-2016-517481



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

ARCADIA COMMUNITY ASSOCIATION, INC.  
File Number: 802265002

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/31/2015

Effective: 07/31/2015



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos  
Secretary of State