



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

OAKS OF LAWNSDALE COMMUNITY ASSOCIATION, INC.

File Number: 803142534

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: 10/16/2018

Effective: 10/16/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

**CERTIFICATE OF FORMATION**  
**OF**  
**OAKS OF LAWNSDALE**  
**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 OAKS OF LAWNSDALE 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 the powers of the Association which are incident thereto are generally to exercise all rights, authority, powers, privileges and prerogatives and to perform all duties, obligations and purposes of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Oaks of Lawnsdale (Simms Woods), as heretofore filed under Clerk's File No. RP-2018-430966, Official Public Records of Real Property of Harris County, Texas, as the same may be from time to time amended (the "**Declaration**").

The above general statement of purposes and powers include, without limitation, to have and exercise any and all rights, authority, powers, privileges and prerogatives which a corporation organized and existing under the Texas Nonprofit Corporation Law may now or hereafter have and exercise, including any and all rights, authority, powers, privileges or prerogatives now or hereafter granted or permitted by the Texas Business Organizations Code, or by the Declaration or other Governing Documents, or by Applicable Law.

The enumeration of purposes and powers in this Certificate of Formation are to be broadly construed as independent purposes and powers. The enumeration of purposes and powers in this Certificate of Formation 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 applicable Governing Documents, or by Applicable Law.

ARTICLE V  
Initial Registered Office and Agent

The street address of the initial registered office of the Association is 2500 Fannin Street, Houston, Texas 77002, and the name of its initial registered agent at such address is Lou W. Burton.

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, if any. The Declaration and Bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors except as otherwise expressly provided in the Declaration or other Governing Documents, or by Applicable Law.

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>
Horacio Martinez	931 Yale Street, Houston, Texas 77008
George Kawaja	931 Yale Street, Houston, Texas 77008
Elizabeth Michelle Martinez	931 Yale Street, Houston, Texas 77008

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).

ARTICLE VII  
Organizer

The name and street address of the organizer is as follows:

<u>Name</u>	<u>Address</u>
Lou W. Burton	c/o Wilson, Cribbs & Goren, P.C. 2500 Fannin Street Houston, Texas 77002

ARTICLE VIII  
Membership; Voting Rights

Membership in the Association will be determined as set forth in the Declaration and the Association's Bylaws. Voting rights of the members of the Association must be determined as set forth in the Declaration and the Association's Bylaws. Cumulative voting and fractional or split voting are not permitted by any member as to any matter, including as to election of Directors.

ARTICLE IX  
Action Without Meeting

Any action required by Applicable Law to be taken at, 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 to be taken is signed by the Owners having at least the minimum number of votes necessary to take the action, as determined under the Declaration, this Certificate of Formation or other Governing Document, or by Applicable Law.

ARTICLE X  
Dissolution

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, may determine; provided, such disposition must be in the furtherance of the same or similar purposes for which the Association was created or as otherwise permitted by Applicable Law, 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, and the organizer as named herein.

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. 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 after the filing of this Certificate of Formation to further eliminate or limit liability or to further authorize indemnification than as authorized, permitted or required by this Article XI, then such liability will be eliminated or limited and/or 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.


E. 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.

F. No Impairment. Any repeal or modification of this Article XI by the members of the Association or otherwise may not adversely affect (but may enhance or expand) 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 16<sup>th</sup> day of October, 2018.

  
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Lou W. Burton, Organizer