



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

THE CROSSVINE MASTER COMMUNITY, INC.

File Number: 802015420

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: 06/24/2014

Effective: 06/24/2014



*NANDITA BERRY*

Nandita Berry  
Secretary of State

JUN 24 2014

Corporations Section

**CERTIFICATE OF FORMATION  
OF  
THE CROSSVINE MASTER COMMUNITY, INC.**

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

**ARTICLE I  
NAME**

The name of the corporation is: **THE CROSSVINE MASTER COMMUNITY, INC.** (hereinafter called the "Association").

**ARTICLE II  
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III  
DURATION**

The Association shall exist perpetually.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Master Covenant for The Crossvine recorded in the Official Public Records of Bexar County, Texas, as the same may be amended from time to time (the "Covenant"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Covenant;

(b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and

(c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code Act may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

## **ARTICLE V REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 312 E. Commerce Street, Suite 600, San Antonio, Texas 78205. The name of its initial registered agent at such address is Joyce Soell.

## **ARTICLE VI MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

## **ARTICLE VII VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

## **ARTICLE VIII INCORPORATOR**

The name and street address of the incorporator is:

Carey Gunn Venditti

401 Congress Avenue, Suite 2100  
Austin, Texas 78701

**ARTICLE IX  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Christopher K. Price	312 E. Commerce Street, Suite 600, San Antonio, Texas 78205
Joyce Soell	312 E. Commerce Street, Suite 600, San Antonio, Texas 78205
Warren Stigall	312 E. Commerce Street, Suite 600, San Antonio, Texas 78205

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI  
INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director, officer, or committee member or by reason of any action alleged to have been taken or omitted by him in any such capacity. Such

indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

## **ARTICLE XII DISSOLUTION**

The Association may be dissolved with the approval by members entitled to cast at least ninety percent (90%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean ninety percent (90%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting (as set forth in the Covenant) is not applicable to a dissolution as contemplated by this Article XII, it being understood and agreed that any such dissolution must be approved by a vote of the members, with each member casting their vote individually. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.


## **ARTICLE XIII 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 so taken, shall be signed by members or Neighborhood Delegates having the number of votes of the Association necessary to enact the action taken, as determined under the Covenant or this Certificate of Formation.

## **ARTICLE XIV AMENDMENT**

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon approval by members entitled to cast at least two-thirds (2/3) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean two-thirds (2/3) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated by this Article XIV, it being understood and agreed that any amendment must be approved by a vote of the members, with each member casting their vote individually. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand, this 24<sup>th</sup> day of June, 2014.

  
Carey Gunn Venditti, Incorporator