

Articles of Incorporation

The Village at Schwertner Ranch Residential Community, Inc.

Order: SWM9XMWD7
Address: 105 Atwood Loop
Order Date: 04-08-2024
Document not for resale
HomeWiseDocs

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803580657 03/24/2020
Document #: 958443890002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

The Village at Schwertner Ranch Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Bruce Whitis

C. The business address of the registered agent and the registered office address is:

Street Address:

3000 Illinois Ave., Suite 100 Killeen TX 76543

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **David Peter**

Title: **Director**

Address: **3000 Illinois Ave., Suite 100 Killeen TX, USA 76543**

Director 2: **Carrie Wilson**

Title: **Director**

Address: **3515 SW H.K. Dodgen Loop Temple TX, USA 76502**

Director 3: **Mark Rizzetto**

Title: **Director**

Address: **3000 Illinois Ave., Suite 100 Killeen TX, USA 76543**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Corporation is formed: (i) to be an constitute the Association to which reference is made in the Declaration, as defined in the additional provisions, to perform all obligations and duties of the Association, and to exercise all

Order: SWM9XWMDZ
Address: 13333 Stonington, TX 78786
Order Date: 04-08-2024

Document not for resale
HomeWiseDocs

powers and rights of the Association, as specified therein, in the Bylaws, and as provided by law, now or in the future; and (ii) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

1 - Additional Provisions .pdf

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Travis M. Parks 3000 Illinois Ave., Suite 100, Killeen, Texas, 76543

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Travis M. Parks

Signature of organizer.

FILING OFFICE COPY

Order: SWM9XMWD7
Address: 105 Atwood Loop
Order Date: 04-08-2024
Document not for resale
HomeWiseDocs

ADDITIONAL PROVISIONS

THE VILLAGE AT SCHWERTNER RANCH RESIDENTIAL COMMUNITY, INC.

1. **Definitions.** In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for The Village at Schwertner Ranch Residential Community, Inc. recorded or to be recorded in the public land records of Williamson County, Texas, as it may be amended from time to time (the "Declaration"), which definitions are incorporated herein by this reference.

2. **Members.** The entity will have members without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot subject to the Declaration, are Members of the Association and such membership is appurtenant to, and inseparable from, ownership of the Lot.

3. **Membership.** Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. 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.

4. **Voting.** All Members shall have the same voting rights as provided in the Declaration and the Bylaws, except that Declarant shall be entitled to 10 votes for every Lot owned by Declarant. Cumulative voting is not allowed.

5. ***Limitation on Directors' and Officers' Liability and Indemnification.*** Except as provided below in this paragraph, an officer, director or committee member of the Association is not liable to the Association or its Members for monetary damages or acts or omissions that occur in the person's capacity as an officer, director or committee member, except to the extent a person is found liable for: (i) a breach of the officer's, director's or committee member's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer, director or committee member to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer, director or committee member receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office or position; or (v) an act or omission for which the liability of an officer, director or committee member is expressly provided by an applicable statute. The liability of officers, directors and committee members of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. The foregoing limitation on the liability of an officer, director or committee member does not eliminate or modify that person's liability as a Member of the Association.

6. Dissolution. The Corporation may be dissolved by vote or the written approval of not less than 67% of all outstanding votes (other than suspended votes) held by the Members, as may be more specifically provided in the Bylaws or the Declaration and in accordance with the laws of the State of Texas. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation will be distributed to an appropriate public agency to be used for purposes similar to those for which this Corporation was created, or shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Any dissolution is subject to the terms of Paragraph 13 hereof, if applicable.

7. Indemnification. Each person who acts as a member of the Board of Directors, 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 or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 4.07 of the Declaration.

8. Action Without Meeting. Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article XIII. Consents obtained pursuant to this Article XIII shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

9. Amendment. Amendment of this Certificate of Formation shall require approval of at least 67% of all outstanding votes (other than suspended votes) held by the Members.

10. Conflict with Other Documents. In the event of a conflict between this Certificate of Formation and the Declaration, the Declaration shall control. In the event of a conflict

between this Certificate of Formation and the Bylaws, this Certificate of Formation shall control.

[the remainder of this page is intentionally blank]

Order: SWM9XMWD7
Address: 105 Atwood Loop
Order Date: 04-08-2024
Document not for resale
HomeWiseDocs