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**CORPORATE CERTIFICATE
OF
OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned ("Affiant") is the duly elected and acting Secretary, as indicated below, of OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association"), and is authorized to execute and deliver this Certificate, and Affiant certifies as follows:

1. That the Association was formed for the maintenance, management, preservation, care and control of the common areas and related improvements provided in Oak Leaf Estates, a residential neighborhood development situated in the City of Oak Leaf, County of Ellis, State of Texas (the "Property"), such Property described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Oak Leaf Estates, dated as of February 13, 2020, and recorded March 3, 2020, at County Clerk's Instrument No. 2007147 of the Official Public Records of Ellis County, Texas (as same may be hereafter amended, the "Declaration"). Owners of the Property are subject to any rules, regulations and restrictions promulgated by the Association.

2. That a true, complete and correct copy of the Certificate of Formation of the Association, filed with the Secretary of State of Texas on March 25, 2020, is attached hereto as Exhibit A and incorporated herein by reference for all purposes.

3. That a true, complete and correct copy of the Bylaws of the Association, as of the date hereof, is attached hereto as Exhibit B and incorporated herein by reference for all purposes.

4. That pursuant to the Declaration, the Association has the authority to publish and adopt rules, regulations and building guidelines, and any such items that supplement the dedicatory instruments of the Association described above and which are applicable to the Property which shall be made available to any owner or prospective owner or other party contemplating obtaining an interest in any portion of the Property upon request to the Secretary of the Association.

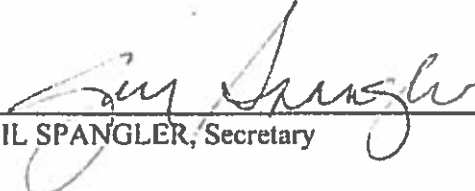
5. That neither the Certificate of Formation nor the Bylaws of the Association attached hereto have been amended, modified or rescinded as of the date hereof, and any amendments or modifications to any such dedicatory instruments which are effective after the date hereof may be obtained upon request to the Secretary of the Association.

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FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 2011752 FILING DATE/TIME: Apr 14, 2020 at 03:08:00 AM

IN WITNESS WHEREOF, I have hereunto set my hand as of the 10th day of April, 2020.

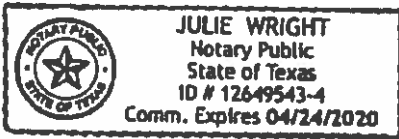
AFFIANT:

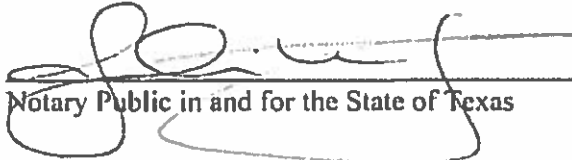


GAIL SPANGLER, Secretary

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13 day of April, 2020, by Gail Spangler, Secretary.





Notary Public in and for the State of Texas

EXHIBIT A

**CERTIFICATE OF FORMATION OF
OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC.**

[To be attached.]



Office of the Secretary of State

CERTIFICATE OF FILING OF

Oak Leaf Estates Homeowners Association, Inc.
File Number: 803581925

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: 03/25/2020

Effective: 03/25/2020



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

Ruth R. Hughes
Secretary of State

MAR 25 2020

Corporations Section

**CERTIFICATE OF FORMATION
OF
OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, a natural person of the age of eighteen (18) years or more, acting as the incorporator of a nonprofit corporation under the Texas Business Organizations Code (the "TBOC"), do hereby adopt the following Certificate of Formation for such corporation:

1. **Name.** The name of the corporation is Oak Leaf Estates Homeowners Association, Inc. (the "Association").

2. **Nonprofit Corporation.** The Association is a nonprofit corporation.

3. **Duration.** The period of the Association's duration is perpetual.

4. **Purpose.** Oak Leaf Estates Homeowners Association, Inc. is a homeowners' association. The purposes for which the Association is organized are:

(a) to provide for the maintenance, management, preservation, care and control of the Common Areas and other portions of the Property, on the terms and conditions provided in the Declaration (hereinafter defined);

(b) to promote the health, safety and welfare of the residents within the Property;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(d) to fix, levy, collect and enforce payment of all charges and assessments as set forth in the Declaration, to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Association or the property of the Association;

(e) 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 Association;

(f) to borrow money, and mortgage, pledge, or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred;

(g) to dedicate, sell or transfer all or any part of the Common Areas, if any, owned by the Association, to any public agency, authority, or utility in accordance with the Declaration; and

(h) to have and to exercise any and all powers, rights and privileges which a corporation organized under the TBOC may now or hereafter have or exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

5. **Registered Agent and Office.** The street address of the initial registered office of the Association is 5560 Tennyson Parkway, Suite 250, Plano, Texas 75024, and the name of the Association's initial registered agent at such address is Michael D. Hesse.

6. **Directors.** The number of directors constituting the initial board of directors is three (3). The number of directors may be changed by amendment of the Bylaws of the Association. The name and address of the persons who are to serve as the initial directors are:

<u>Name of Director</u>	<u>Address of Director</u>
Chad Adams	1130 N. Westmoreland Road DeSoto, Texas 75115
Jessica Trevizo	1130 N. Westmoreland Road DeSoto, Texas 75115
Gail Spangler	1130 N. Westmoreland Road DeSoto, Texas 75115

7. **Membership and Voting Rights.** Every Owner of a Lot (as defined in the Declaration) shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association may (but shall not be required to) issue certificates evidencing membership in the Association. The voting rights of the Members are set forth in the Declaration.

8. **No Private Inurement.** No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association, or any private individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Association, and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

9. **Indemnification.** The Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Association, or (b) is or was serving at the request of the Association as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same

exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within 90 days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Association (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such person. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status of such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Association may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Association to income or other tax under the Internal Revenue Code.

10. Limitation of Director and Officer Liability. A director or officer of the Association shall not be personally liable to the Association or its members for monetary damages for any act or omission in such director's or officer's capacity as a director or officer, except that this Article does not authorize the elimination or limitation of the liability of a director or officer to the extent the director or officer is found liable for: (a) a breach of the director's or officer's duty of loyalty to the Association; (b) an act or omission not in good faith that constitutes a breach of duty of the director or officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which the director or officer received an improper benefit, whether or not the benefit resulted

from an action taken within the scope of the director's or officer's office; or (d) an act or omission for which the liability of a director or officer is expressly provided by an applicable statute. The foregoing elimination of liability to the Association and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director or officer may be entitled under any other provision of the Articles of Incorporation or Bylaws of the Association contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of the Association is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director or officer shall be eliminated to the full extent permitted by any amendment to the TBOC hereafter enacted that further eliminates or permits the elimination of the liability of a director or officer.

11. **Amendments.** Amendments to this Certificate of Formation shall be in accordance with the Bylaws of the Association.

12. **Winding up and Termination.** Property held by the corporation on a condition requiring return, transfer, or conveyance because of the winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement; and the remaining property shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 501(c)(3), or described by Section 170 (c)(1) or (2), of the Internal Revenue Code as provided in a plan of distribution adopted by the corporation pursuant to Chapter 22 of the TBOC.

13. **Organizer.** The name and street address of the organizer is Michael D. Hesse, of Hesse & Hesse, PC, at 5560 Tennyson Parkway, Suite 250, Plano, Texas 75024.

14. **Capitalized Terms.** The capitalized terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Oak Leaf Estates (the "Declaration"), which is recorded under County Clerk's Instrument No. 2007147 in the Official Public Records of Ellis County, Texas.

EXECUTED this the 25th day of March, 2020.



MICHAEL D. HESSE, Organizer
HESSE & HESSE, PC
5560 Tennyson Parkway
Suite 250
Plano, Texas 75024
Phone: (972) 503-9800
Fax: (972) 503-9801

EXHIBIT B

BYLAWS OF OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC.

[To be attached.]

**BYLAWS
OF
OAK LEAF ESTATES HOMEOWNERS ASSOCIATION, INC.
(a Texas nonprofit corporation)**

**ARTICLE I
NAME AND LOCATION**

The name of the non-profit corporation is Oak Leaf Estates Homeowners Association, Inc. (the "Association"). The Association is a nonprofit corporation organized under the Texas Business Organizations Code. The principal office of the Association shall be located at 1130 N. Westmoreland Road, DeSoto, Texas 75115, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors. The Association shall have and continuously maintain in the State of Texas a registered office and a registered agent as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the Association. The registered office or the registered agent, or both, may be changed from time to time by the Board of Directors of the Association.

**ARTICLE II
PURPOSE AND PARTIES**

Section 2.01 Purpose. The purpose for which the Association is formed is to provide for the maintenance, management, preservation, care and control of certain common areas/community properties and related improvements provided in the residential area of Oak Leaf Estates, a residential subdivision situated in the City of Oak Leaf, County of Ellis, State of Texas (the "Property"), which Property is described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Oak Leaf Estates (as same may be hereafter amended, the "Declaration") recorded on March 3, 2020, under County Clerk's Instrument No. 2007147 in the Official Public Records of Ellis County, Texas.

Section 2.02 Parties. All present or future Owners (as defined in the Declaration), tenants or future tenants of any Lot (as defined in the Declaration), or any other person who might use in any manner the facilities of the Property are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify the acceptance, approval, ratification, and agreement to comply with these Bylaws.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 3.01 Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on his part, subject to the terms of the

Declaration, the Certificate of Formation of the Association, these Bylaws, and the rules and regulations from time to time promulgated by the Association. Membership shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, a Member's privileges in the Community Properties may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Community Properties and such land shall be owned subject to all of the terms and provisions of the Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land; and (ii) such non-voting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in the Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

Section 3.02 Transfer. Membership may not be severed from the Property nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Property shall automatically operate to transfer membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

Section 3.03 Classes of Voting Membership and Voting Rights. The Association shall have two (2) classes of voting membership:

(a) **Class A.** The Class A Members shall be all Members except Declarant. During the Development Period as provided in the Declaration, the Class A Members shall have no voting rights. Upon termination of the Development Period each Class A Member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person owns an interest in any Lot, all such persons shall be Members of the Association, but the vote for such Lot shall be exercised as the owners of the particular Lot shall among themselves determine or by majority in interest (and not in number) of such persons. In no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant. During the Development Period Declarant shall have one (1) vote for each Lot owned and shall additionally have one (1) "at large" vote. Upon termination of the Development Period, Declarant's one (1) "at large" vote will automatically terminate and any remaining Class B

Membership will automatically convert to Class A Membership. Thereafter, there will be only one class of voting membership and the owner of each Lot, whether one or more, will be entitled to one (1) vote on each matter coming before the membership.

Section 3.04 Multiple Owner Votes. Where there are multiple Owners of a Lot it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any such Lot shall be exercised by majority in interest (and not in number) of such persons, but in no event shall more than one (1) vote be cast with respect to any such Lot. The owners of such Lot shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by the majority in interest of the Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by the majority in interest of such multiple Owners and delivered to the Association.

Section 3.05 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (d) of this Section, and further subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration, any action taken at a meeting of the Members shall require the assent of at least twenty-five percent (25%) of all of the votes of the Association's Members who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least fifty-one percent (51%) of all of the votes of the Association's Members, without regards to class, shall constitute a quorum. If the required quorum is not present or represented at the meeting, one (1) additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than fifty (50) days following the first meeting.

(c) 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 ten (10) but not more than fifty (50) days before such meeting to each Member, 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.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by the Members entitled to cast at least fifty-one percent (51%) of all of the votes of the Association's Members, subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration.

(e) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Certificate of Formation and the Declaration, as the same may be amended from time to time.

Section 3.06 Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meetings shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

Section 3.07 Special Meetings. Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least twenty-five percent (25%) of the outstanding votes of the Members, regardless of class.

Section 3.08 Proxies, Absentee Ballots and Electronic Ballots. At all meetings of Members, each Member may vote in person, by proxy, absentee ballot or electronic ballot in accordance with applicable law. Any vote cast in an Association election or vote by a Member must be in writing and signed by the Member voting. An electronic ballot shall be considered a written and signed ballot for purposes of this Section. An electronic ballot may be given by electronic mail, facsimile transmission or posting on an internet website established for the purpose of registering the votes of Members. All proxies shall be in writing and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

Section 3.09 Action Without Meeting By Written Ballot. Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Organizations Code and these Bylaws.

Section 3.10 Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetical order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by

any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 3.11 Tabulation of Votes. Any person who tabulates ballots in an Association election or vote may not disclose how a Member or individual voted. A person who is a candidate or otherwise the subject of an Association vote, or a person related to that person within the third degree of affinity or consanguinity, may not tabulate or otherwise be given access to the ballots cast in an election or vote.

Section 3.12 Recounts.

(a) **Member Request.** Any Member may, not later than the 15th day after the date of the meeting at which the election or vote was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

(i) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to Association's mailing address as reflected on the latest management certificate filed under Section 209.004 of the Texas Property Code; or

(ii) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004 Texas Property Code or to the address to which absentee and proxy ballots are mailed.

(b) **Recount Party.** The Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to conduct a recount. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity, and is either:

(i) a current or former: (A) county judge; (B) county elections administrator; (C) justice of the peace; or (D) county voter registrar; or

(ii) a person who is not a Member of the Association or related to a current director and who is agreed on by the Association and the Member requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount. The Association shall provide the results of the recount to each Member who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

**ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 4.01 Number. The affairs of the Association shall be governed by a Board of Directors consisting, initially, of the three (3) persons set forth in the Association's Certificate of Formation. Declarant shall have the sole right to appoint the Board of Directors of the Association until the first annual meeting of the Members of the Association, except as otherwise provided for by law. At the first annual meeting, there shall be elected by the Members at least three (3) and no more than five (5) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. Other than Directors appointed by the Declarant, all Directors must be Members of the Association. The number of individuals to sit on the Board of Directors may be increased over five (5) by amendment of these Bylaws.

Section 4.02 Term of Office. As to the first Directors elected by the Members, the term of office for at least two (2) Directors shall be fixed at two (2) years and the term of office for the remaining Director(s) shall be fixed at one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 4.03 Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, regardless of class. Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes, regardless of class. However, notwithstanding anything herein to the contrary, so long as the Declarant owns a Lot in the Property, the Declarant may not be removed as a member of the Board of Directors without the Declarant's consent.

Section 4.04 Vacancies. Vacancies on the Board shall be filled subject to the following provisions:

(a) **Vacancies by Death or Resignation.** In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) **Vacancies by Removal.** Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) **Vacancies by Increase in Directorships.** Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

Section 4.05 Indemnification of Officers and Directors. Except in cases of fraud, willful malfeasance, gross negligence or bad faith of the director or officer in the

performance of duties, and subject to the provisions of applicable Texas law, each director and officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved by reason of being or having been a director or officer of the Association. The Association may indemnify its officers and directors to the extent permitted by the Texas Business Organizations Code.

The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 4.05.

Section 4.06 Compensation and Loans. No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of his or her duties of office. No loans may be made by the Association to any officer or director of the Association.

Section 4.07 Action Without Meeting and Telephone Meetings. 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. The Board may hold duly called meetings between directors by conference, telephone or other similar communications equipment by means of which all participants in the meeting can hear each other.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 5.01 Election of Board. The initial Board shall be set forth in the Certificate of Formation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections, 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.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.01 Regular Meetings. Regular meetings of the Board shall be held annually at such place within the State of Texas, and at such hour as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or

legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 6.02 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail, telephone, telegraph or facsimile communication equipment not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 6.03 Quorum. A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision 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.

Section 6.04 Open Meetings. Where required by law, the meetings of the Board of Directors shall be open to the Members. Members are not allowed to participate in the meeting of the Board of Directors unless recognized by the Chair of the meeting. The Board of Directors shall be allowed to adjourn to executive session to discuss and vote upon certain matters as allowed by law. Notice of meetings of the Board of Directors, where required by law, shall be:

(a) mailed to each Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(b) provided at least 72 hours before the start of the meeting by:

(i) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:

(A) in a place located on the Community Properties or, with the Owner's consent, on other conspicuously located privately owned property within the subdivision; or

(B) on any Internet website maintained by the association or other Internet media; and

(ii) sending the notice by electronic mail to each Owner who has registered an electronic mail address with the Association.

All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 6.05 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6.06 Action Without Meeting and Telephone Meetings. The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

If the Board takes an action by unanimous written consent, an explanation of the action taken shall be sent by mail to all directors within three (3) days after the written consent of all directors has been obtained.

ARTICLE VII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01 Powers and Duties. The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties:

(a) If, as and when the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Certificate of Formation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal action, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Community Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) Except as may otherwise be provided in the Declaration, to dedicate, mortgage or sell all or any part of the Community Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(d) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Community Properties, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(e) To obtain, for the benefit of the Community Properties, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper;

(f) To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Community Properties to serve the Property or any part thereof;

(g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(h) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board;

(i) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Community Properties;

(j) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Community Properties or other property of the Association from loss or damage by suit or otherwise;

(k) If, as and when the Board, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(l) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(m) To make reasonable rules and regulations for the operation and use of the Community Properties and to amend same from time to time;

(n) To make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(o) Subject to the terms of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in the Declaration;

(p) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(q) To 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 fifty percent (50%) or more of the outstanding votes of the Members, regardless of class;

(r) To elect the officers of the Association, as provided in these Bylaws;

(s) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof;
and

(t) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Community Properties, if any, owned or managed by the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01 Enumeration of Officers. The officers of the Association shall be as follows:

(a) A President, who shall at all times be a member of the Board;

(b) A Secretary, who may or may not be a member of the Board;

(c) A Treasurer, who may or may not be a member of the Board; and

(d) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

Section 8.02 Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 8.03 Election of Officers. At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.04 Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 8.05 Special Appointments. The Board may elect such other officers or appoint such other agents 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 8.06 Resignation and Removal. Any officer may be removed from office by the Board with or without cause. 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 8.07 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 replaced officer.

Section 8.08 Duties. The duties of the officers are as follows:

(a) **President.** The President shall: (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board.

(b) **Vice President.** If such office is established and filled by the Board, the Vice President shall: (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) shall exercise and discharge such other duties, and execute such documents or instruments, as may be required, authorized or approved by the Board.

(c) **Secretary.** The Secretary shall: (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal of the Association and affix it on all papers requiring said seal; (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties, and execute such documents or instruments, as may be required, authorized or approved by the Board.

(d) **Treasurer.** The Treasurer shall: (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required or approved by the Board.

Section 8.09 Interested Directors and Officers.

(a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(ii) the Director:

- (A) is not given access to the other bids;
- (B) does not participate in any board discussion regarding the contract; and
- (C) does not vote on the award of the contract;

(iii) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 8.09; and

(iv) the Board of Directors certifies that the other requirements of this Section 8.09 (b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 8.09.

**ARTICLE IX
CONTRACTS, CHECKS, FUNDS AND GIFTS**

Section 9.01 Contracts and Documents. The Board of Directors may authorize any Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Association. The authority may be general or confined to specific instances.

Section 9.02 Checks and Drafts. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the Officer or Officers, agent or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

Section 9.03 Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in the banks or other depositories as the Board of Directors may select.

Section 9.04 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

**ARTICLE X
BOOKS AND RECORDS**

Section 10.01 Inspection by Members. The membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest in accordance with Section 209.005 of the Texas Property Code at such Member's cost and expense, at the office of the Association or at such other place as the Board may designate.

Section 10.02 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of requested documents.

Section 10.03 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

ARTICLE XI ASSESSMENTS

The provisions of Article V of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

ARTICLE XII INDEMNIFICATION

Subject to the provisions of Chapter 8 of the Texas Business Organizations Code, the Association shall indemnify directors, officers, agents and employees as follows:

Section 12.01 Extent.

(a) Statutorily Required Indemnification. The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing: (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Chapter 8 of the Texas Business Organizations Code; and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) Permitted Indemnification. The Association, at the direction of and in the sole discretion of the Board, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who: (i) is or was a director, officer, employee, or agent of the Association; or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

Section 12.02 Insurance. The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Business Organizations Code. Furthermore, the Association may, for the benefit of persons indemnified by the

Association: (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

ARTICLE XIII AMENDMENTS

These Bylaws or the Certificate of Formation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Section 4.07 of these Bylaws; provided, however, until such time as the Class B Membership shall have ceased, the Association shall not amend these Bylaws or the Certificate of Formation without the prior written approval of the Class B Member.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Fiscal Year. 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 of the Association.

Section 14.02 Interpretation. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing non-profit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Certificate of Formation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

Section 14.03 Proof of Ownership. Except for those Owners who purchase a lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board of Directors or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

Section 14.04 Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address to be used by the Association for the mailing of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such person(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

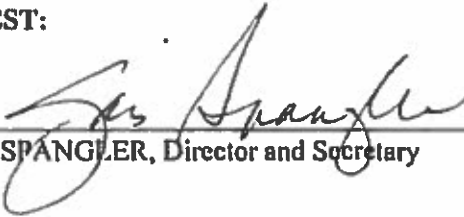
Section 14.05 Notices. All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address according to the records of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Owner. All Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners. Notices may be sent to Owners via electronic mail to an address provided to the Association by the Owner. Owners are solely responsible for maintaining a current electronic mail address with the Association

Adopted by the Board of Directors this 25th day of March, 2020.



CHAD ADAMS, Director and President

ATTEST:



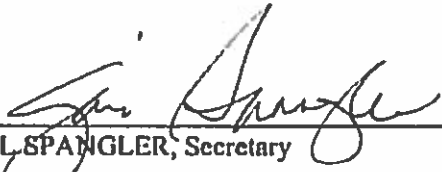
GAIL SPANGLER, Director and Secretary

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of the Oak Leaf Estates Homeowners Association, Inc., a Texas nonprofit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of March 25, 2020, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of (though not necessarily on) March 25, 2020.



GAIL SPANGLER, Secretary

Wildwood Development
1130 N Westmoreland Rd
DeSoto, TX 75115

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 2011752
on Apr 14, 2020 at 08:08:00 AM