

**CERTIFICATE OF FORMATION**

15/15/2011 JF # 1200574 Com  
OF

**SERENE HILLS HOMEOWNERS ASSOCIATION, 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 Chapter 22 of the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such nonprofit corporation:

**ARTICLE I****NAME**

The name of the corporation is: Serene Hills Homeowners Association, Inc. (hereinafter, 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, Chapter 22 of the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole 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 Declaration of Covenants, Conditions, and Restrictions for Serene Hills, recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) To assure the upkeep, maintenance, improvement and administration of the common area and facilities of the Association, if any, and all lands, improvements, security

devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the "Property" (as such term is defined in the Declaration);

(b) To assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration, as amended from time to time;

(c) To enter into and perform any contract and to exercise all powers which may be necessary or convenient for the operation, management, maintenance and administration of the affairs of the Property in accordance with the Bylaws of the Association and the Declaration, as amended from time to time;

(d) To promote the health, safety and welfare of the residents of the Property in accordance with the Declaration, as amended from time to time;

(e) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration, as amended from time to time;

(f) To enforce applicable provisions of the Declaration (as amended from time to time), the Bylaws and any rules and regulations of the Association, and any other instruments for the management and control of the Property, including, without limitation, the power to:

(i) Fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declaration, as amended from time to time;

(ii) Contract and pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property;

(iii) Employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Declaration, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate; and

(iv) Pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercise control; and

(g) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have

or exercise in accordance with Chapter 22 of the Texas Business Organizations Code, including, without limitation, the power to:

- (i) Acquire additional real or personal property and to add to the Property pursuant to the Declaration, as amended from time to time;
- (ii) Acquire (by purchase, grant or otherwise), annex and merge, 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;
- (iii) Indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the Bylaws of the Association;
- (iv) Borrow money, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration, as amended from time to time; and
- (v) Act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses 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. The Association is organized in accordance with and shall operate for nonprofit purposes pursuant to Chapter 22 of the Texas Business Organizations Code and no pecuniary gain or profit to its members is contemplated hereby.

## **ARTICLE V**

### **REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 28 Cousteau Lane, Austin, Texas, 78746. The name of its initial registered agent at such address is Douglas Hunter.

## **ARTICLE VI**

### **MEMBERSHIP**

Every record owner, whether one or more persons or entities, of title to any developed or undeveloped lot or lots subject, by covenants of record, to assessment by the Association, including contract sellers, developers and builders, shall be a voting member of the Association. 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 shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. 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 Declaration, as amended from time to time. No owner, other than the Declarant under the Declaration, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership in the Property. The vote of each qualifying owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

## **ARTICLE VIII**

### **INCORPORATOR**

The name and street address of the incorporator is:

#### NAME

#### ADDRESS

William P. McLean

901 S. Mopac Expy, Suite 225  
Austin, Texas 78746

## **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 Chapter 22 of 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:

#### NAME

#### ADDRESS

Domenic Savides

389 S. Maya Palm Drive  
Boca Raton, Florida 33432

Aaron Googins

3302 Enfield Road  
Austin, Texas 78703

Douglas Hunter

28 Cousteau Lane  
Austin, Texas 78746

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 or officer 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 or officer, or by reason of any action alleged to have been taken or omitted by him in either 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 written and signed assent of either (i) the Declarant; or (ii) not less than seventy-five percent (75%) of the total number of votes of the Association, as determined under the Declaration. 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 substantially 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 substantially 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 the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate.

### 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 an affirmative vote by four fifths (4/5) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate, the Declaration shall control; and in the case of any conflict between this Certificate and the Bylaws of the Association, this Certificate shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 27<sup>th</sup> day of June 2012



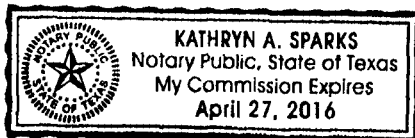
William P. McLean,  
Incorporator

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 27<sup>th</sup> of June, 2012 by  
William P. McLean, the incorporator for SERENE HILLS HOMEOWNERS  
ASSOCIATION, INC.

(seal)



*Kathryn A. Sparks*  
Notary Public in and for the State of Texas

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Jul 02, 2012 12:34 PM

2012105854

VANHOOSEJ: \$40.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

After recording please return to:  
Independence Title Company  
9442 N. Capital of Texas Hwy., Bldg. 2, Ste. 200  
Austin, TX 78759