



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**SANGER CIRCLE HOMEOWNERS' ASSOCIATION, INC.**  
File Number: 802090402

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/27/2014

Effective: 10/27/2014



*NANDITA BERRY*

Nandita Berry  
Secretary of State

# **CERTIFICATE OF FORMATION**

**Sanger Circle Homeowners' Association, Inc.**

**ARTICLES OF INCORPORATION  
OF  
SANGER CIRCLE HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, acting as incorporator of the corporation under the Texas Business Organizations Code (the "TBOC") hereby adopts the following Articles of Incorporation for such corporation. All terms as used herein, such as (but not by way of limitation) "land," "Owners," "Lot," "Members," "Common Area," "Developer," "Addition," and "Assessments," shall have the same meanings as set forth in the Declaration (as thereafter defined) unless otherwise specified and defined herein.

**ARTICLE ONE**

The name of the corporation is **SANGER CIRCLE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter referred to as the "Association").

**ARTICLE TWO**

The association is a non-profit corporation.

**ARTICLE THREE**

The period of its duration shall be perpetual.

**ARTICLE FOUR**

The association is organized pursuant to the TBOC and does not contemplate pecuniary gain or profit to its Members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in Sanger Circle, an addition to the City of Sanger, Denton County, Texas, as more fully described in that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") filed of record on October 22, 2014, as instrument 2014-107568 of the Real Property Records of Denton County, Texas, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health, safety and welfare of the residents within the land and any and all other property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include, without limitation, the following:

(a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners' associations organized for same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as if set forth at length herein.

(b) The Association may: (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or Assessments pursuant to the terms of the Declaration and/or Bylaws; (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges levied or imposed against the land of the Association; (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association; and (iv) hold as agent for said land owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

(c) The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, 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 subject to the limitations, if any, set forth in the Declaration.

(d) The Association may borrow money, and with the required assent of voting Members as set forth in the Declaration, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration.

(e) The Association may provide management, upkeep, maintenance, repair, care of and general sanitation and cleanliness of the Common Area as provided in the Declaration.

(f) The Association may incur or assume obligations and duties to the City of Sanger, Texas, or any other governmental authority, regarding the development, operations and maintenance of the Common Area and any improvements within the Common Area.

(g) The Association may enter into, incur or assume obligations and duties under escrow agreements or other escrow arrangements with the City of Sanger, Texas or other governmental authorities, to provide or escrow funds to pay for the operation, maintenance and repair of the Common Area and any improvements owned by the Association.

(h) The Association may enter into and perform any contract and exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the Declaration.

(i) The Association may dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication, sale or transfer shall be effective unless an instrument has been recorded after it has been signed by the requisite number of voting Members agreeing to such dedication, sale or transfer as provided in the Declaration.

(j) The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of the Owners representing the requisite number of votes of voting Members as provided in the Declaration.

(k) The Association may have and exercise any and all powers, rights and privileges a corporation organized under the TBOC may now or hereafter exercise, including any other powers, rights or privileges described in the Declaration.

The foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the powers of this Association conferred by the laws of the State of Texas and shall be understood to be in furtherance of, and in addition to, such general powers conferred on non-profit corporations under the provisions of the TBOC.

#### **ARTICLE FIVE**

Every record owner of a fee or undivided fee interest in any Lot included in the Declaration shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association. The foregoing is not intended to include persons or entities holding an interest in a Lot merely as security for the performance of an obligation. Transfer of ownership either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to the Assessments which have accrued prior to such transfer.

#### **ARTICLE SIX**

The Association shall have two (2) classes of voting membership:

(a) Class "A" Members shall be all Owners of Lots (other than Class "B" Members) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall be more than one (1) vote cast with respect to any Lot.

(b) Class "B" Member(s) shall be the Developer, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the date and in the manner set forth in the Declaration.

At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the members.

### **ARTICLE SEVEN**

The street address of the initial registered office of the Association is 108 E Houston, Sherman Texas 75090, and the name of its initial registered agent is Edwin McBirney.

### **ARTICLE EIGHT**

Subject to the terms of the Declaration, the Members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule, conduct all of the business of the Association except when membership votes are required pursuant to the Declaration, the Certificate of Formation, or the Bylaws of the Association. The number of Directors constituting the initial Board is three (3), and the names and addresses of the person who are to serve as the initial members of the Board are:

<b><u>Name</u></b>	<b><u>Address</u></b>
Edwin McBirney	108 E Houston Sherman Texas 75090
Adriane Terrell	108 E Houston Sherman Texas 75090
Lynette Cantrell	108 E Houston Sanger, Texas 75090

The Board may make whatever rules and Bylaws it deems desirable to govern the Association and its Members; provided, however, any conflict between such Bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

## ARTICLE NINE

No Director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the Director's capacity as Director, except that this Article does not eliminate or limit the liability of a Director for: (1) a breach of a Director's duty of loyalty to the Association; (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; or (4) an act or omission for which the liability of the Director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect of any manner occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. If the TBOC or the Texas Miscellaneous Corporation Laws Act (the "TMC Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the TBOC of the TMC Act, as so amended from time to time. Without limiting the foregoing, the following shall apply:

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the TMC Act, then such persons named shall be indemnified to the full extent permitted by Article 1396-2.22A of the TMC Act as it may exist from time to time.

(b) In the case of a threatened or pending suit, action or proceeding (whether civil, criminal, administrative or investigative) against a person named in paragraph (a) above by reason of such person's holding a position named in paragraph (a), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit as expenses (including court costs and attorney's fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, that his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the manner by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subparagraphs (i) or (ii) above, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to the reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorney's fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written



affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c), and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled to by law, bylaws, agreement, vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of, or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

## ARTICLE TEN

The Association may be dissolved with the assent in writing and signed by not less than two-thirds (2/3) of each class of voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE ELEVEN**

Amendment of these Articles shall require the assent of the requisite number of votes of the voting members as set forth in the Declaration.

**ARTICLE TWELVE**

As long as there is a Class "B" membership, the prior approval of the Developer shall be required for: (a) annexation of additional properties under the Declaration; (b) mergers and consolidations of the Association; (c) mortgaging of the Common Area; (d) dedication of the Common Area to any governmental authority; (e) dissolution of the Association; or (f) amendment of this Certificate if such amendment affects or alters any provisions of the Declaration directly governed or regulated by the Developer.

**ARTICLE THIRTEEN**

The name and street address of the incorporator are:

**Name**

Adriane Terrell

**Address**

108 E. Houston  
Sherman, TX 75090

\_\_\_\_\_  
Adriane Terrell

**ARTICLE TWELVE**

As long as there is a Class "B" membership, the prior approval of the Developer shall be required for: (a) annexation of additional properties under the Declaration; (b) mergers and consolidations of the Association; (c) mortgaging of the Common Area; (d) dedication of the Common Area to any governmental authority; (e) dissolution of the Association; or (f) amendment of this Certificate if such amendment affects or alters any provisions of the Declaration directly governed or regulated by the Developer.

**ARTICLE THIRTEEN**

The name and street address of the incorporator are:

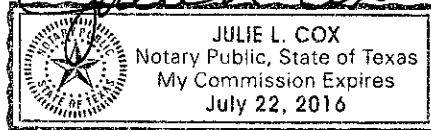
**Name**

Adriane Terrell

**Address**

108 E. Houston  
Sherman, TX 75090

*Adriane Terrell*  
\_\_\_\_\_  
Adriane Terrell



10/14/14