

**CERTIFICATE OF FORMATION  
OF  
HIGHBRIDGE 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 the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
NAME**

The name of the corporation is Highbridge Homeowners Association, Inc. (hereinafter called the **"Highbridge Association"**).

**ARTICLE II  
NONPROFIT CORPORATION**

The Highbridge Association is a nonprofit corporation.

**ARTICLE III  
DURATION**

The Highbridge Association shall exist perpetually.

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

The Highbridge Association is organized in accordance with, and shall operate for nonprofit purposes, pursuant to the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Highbridge Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Kingsborough South Development Area Declaration [Residential] [Highbridge], recorded in the Official Public Records of Kaufman County, Texas, as the same may be amended from time to time (the **"Development Area Declaration"**), the Highbridge Bylaws, or Applicable Law, may be exercised by the Highbridge Board:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Highbridge Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings (i) in the name of any Highbridge Member or Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 8.1(i)* of the Development

Area Declaration relating to the design or construction of Improvements on a Lot (whether one or more).

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Highbridge Association as set out in this Certificate of Formation, the Highbridge Bylaws, the Development Area Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote of Highbridge Members holding one-hundred percent (100%) of the total number of votes of the Highbridge Association and the Declarant.

Terms used but not defined in this Certificate of Formation, shall have the meaning subscribed to such terms in the Development Area Declaration.

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

The street address of the initial registered office of the Highbridge Association is 401 Congress Avenue, Suite 2100, Austin, Texas 78701. The name of its initial registered agent at such address is Kristi E. Stotts.

#### **ARTICLE VI MEMBERSHIP**

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

#### **ARTICLE VII VOTING RIGHTS**

Voting rights of the members of the Highbridge Association shall be determined as set forth in the Development Area Declaration.

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Kristi E. Stotts

ADDRESS

401 Congress Avenue, Suite 2100  
Austin, Texas 78701

**ARTICLE IX  
HIGHBRIDGE ASSOCIATION BOARD OF DIRECTORS**

The affairs of the Highbridge Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Highbridge Association. The Highbridge Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Highbridge Association may be changed by amendment of the Highbridge Bylaws. 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

Jack Rowe

ADDRESS

1707 Market Place Blvd., Suite 310  
Irving, Texas 75063

Kyle Dickerson

1707 Market Place Blvd., Suite 310  
Irving, Texas 75063

Yasmine Shahbazi

1707 Market Place Blvd., Suite 310  
Irving, Texas 75063

All of the powers and prerogatives of the Highbridge Association shall be exercised by the Board of Directors named above until their successors are elected or appointed in accordance with the Development Area Declaration.

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A member of the Board of Directors of the Highbridge Association shall not be personally liable to the Highbridge Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this *Article X* shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

## **ARTICLE XI INDEMNIFICATION**

Each person who acts as a member of the Board of Directors, officer or committee member of the Highbridge Association shall be indemnified by the Highbridge Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Highbridge Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in *Section 3.7* of the Development Area Declaration.

## **ARTICLE XII DISSOLUTION**

The Highbridge Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Highbridge Association, as determined under the Development Area Declaration. Upon dissolution of the Highbridge Association, other than incident to a merger or consolidation, the assets of the Highbridge Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Highbridge Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

## **ARTICLE XIII ACTION WITHOUT MEETING**

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

**ARTICLE XIV  
AMENDMENT**

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Highbridge Board; provided, however, that any amendment to this Certificate of Formation by a Majority of the Highbridge Board must be approved in advance and in writing by the Declarant during the Development Period.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Kristi E. Stotts, Incorporator