



VG-364-2020-202000184701

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202000184701

Real Property Recordings

Recorded On: July 17, 2020 01:56 PM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$106.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202000184701
Receipt Number: 20200717000880
Recorded Date/Time: July 17, 2020 01:56 PM
User: Hilga R
Station: CC46

Record and Return To:

RONALD CORCORN
4570 W GROVE DR STE 200
ADDISON TX 75001



**STATE OF TEXAS
Dallas County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Dallas County, Texas

John F. Warren
Dallas County Clerk
Dallas County, TX

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
LEGENDS CROSSING HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF DALLAS

This Notice of Filing of Dedicatory Instruments for the Legends Crossing Homeowner's Association, Inc., ("Notice") is made by and on behalf of the Legends Crossing Homeowner's Association, Inc. (the "Association").

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Legends Crossing, filed in the Real Property Records of Dallas County, Texas (the "Declaration"), under Document No. 2020-202000168700 as such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

1. BYLAWS

IN WITNESS WHEREOF, the undersigned agent of Legends Crossing Homeowner's Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

LEGENDS CROSSING HOMEOWNER'S
ASSOCIATION, INC.

By: 
Connie Kindle,
Authorized Representative of the Managing Agent

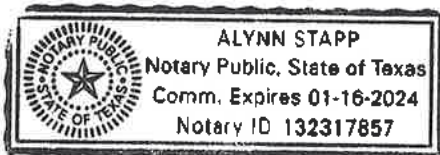
July 14, 2020

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Connie Kindle, a duly authorized managing agent for Legends Crossing Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF July, 20 20.




Notary Public in and for the State of Texas

After Recording Return To:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

**BYLAWS
OF
LEGENDS CROSSING MASTER HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Legends Crossing Master Homeowner's Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Dallas County, Texas, 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 is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Master Declaration of Covenants, Conditions and Restrictions for Legends Crossing recorded in the Official Public Records of Dallas County, Texas.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Legends Crossing Master Homeowner's Association, Inc., a Texas nonprofit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Master Declaration of Covenants, Conditions and Restrictions for Legends Crossing as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Declarant and thereafter, the Board pursuant to the Declaration, as the same may be amended from time to time. Rules shall include any Community Wide Standard adopted and in effect whether in writing or not which includes, but is in no way limited to, modifications to the exterior of any Lot or home, condition of any structure, permanent or temporary, standard of conduct of homeowners outside their home and/or Lot, occupancy and

use of home, specifically with regard to renting or leasing a home or running a business out of a home, use of common areas and amenities and any other rule adopted or amended by the Declarant and thereafter, the Board.

Section 2.6. Board. “Board” shall mean the Board of Directors of the Association.

Section 2.7. Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. “Certificate” shall mean the Certificate of Formation of Legends Crossing Master Homeowner’s Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. “Declarant” shall mean MM Legends Crossing, LLC, a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. “Declaration” shall mean the “Master Declaration of Covenants, Conditions and Restrictions for Legends Crossing” and any subordinate Declaration which may come under the authority of the Master Association, recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

Section 2.11. Development. “Development” shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration. Membership is based solely on Lot ownership and is mandatory.

Section 2.14. Mortgage. “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Dallas County, Texas, and each subsequent regular annual meeting of the Members shall be held thereafter in a month and on a date as determined by the Board of Directors. Meetings may be held on a Saturday however, no meeting shall be held on a Sunday, or legal holiday. At the discretion of the Board of Directors and from time to time, when certain circumstances or other unforeseeable conditions occur which may make meeting in person unsafe for any reason, or would result in less than the optimum means or environment in which to meet, the Board of Directors shall have the authority to require an alternate method of meeting which may be held by any online or telephonic method available so long as Owners may view any presentation if the same is to be presented and/or may hear the Board and all business being conducted. Any balloting or voting may also be accomplished using online voting processes or methods allowed under Texas State Property Code rules or the Texas Business Organizations Code, whichever is the most favorable in regard to allowing such an alternate meeting to take place.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request (petition) of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association. The Petition shall be validated by the Secretary of the Board or the Managing Agent to ensure valid signatures exist prior to calling any Special Meeting requested of the Members in this manner. At the discretion of the Board of Directors and from time to time, when certain circumstances or other unforeseeable conditions occur which may make meeting in person unsafe for any reason, or would result in less than the optimum means or environment in which to meet, the Board of Directors shall have the authority to require an alternate method of meeting which may be held by any online or telephonic method available so long as Owners may view any presentation if the same is to be presented and/or may hear the Board and all business being conducted. Any balloting or voting may also be accomplished using online voting processes or methods allowed under Texas State Property Code rules or the Texas Business Organizations Code, whichever is the most favorable in regard to allowing such an alternate meeting to take place.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than thirty (30) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code.

Section 3.6. Quorum. The quorum will be as set forth in Article 6, Section 6.6 of the Declaration. If the required quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Ballots and Proxies. The Association may use any form of balloting and/or proxy voting allowed by any Texas State Property Code -or- Texas Business Organizational Code under which such rules for homeowners' associations are adopted and may operate. The primary means of voting shall be online, in person or by written ballot and/or proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, record of any votes taken at the meeting as well as ratify any actions taken or votes taken by the Board in-between meetings for the purpose of conducting any business, those actions being as valid and enforceable as if done at an open meeting of the Board. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting or the managing agent.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting

- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas State Property Code and/or Texas Business Organization Code, (whichever provides the more convenient method) which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors. Notwithstanding, at the discretion of the Board of Directors and from time to time, when certain circumstances or other unforeseeable conditions occur which may make meeting in person unsafe for any reason, or would result in less than the optimum means or environment in which to meet, the Board of Directors shall have the authority to require an alternate method of meeting which may be held by any online or telephonic method available so long as Owners may view any presentation if the same is to be presented and/or may hear the Board and all business being conducted. Any balloting or voting may also be accomplished using online voting processes or methods allowed under Texas State Property Code rules or the Texas Business Organizations Code, whichever is the most favorable in regard to allowing such an alternate meeting to take place.

Section 3.12. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified or upon any resignation of a Director or removal of a Director by the Declarant. Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, Declarant shall have the absolute right to appoint and remove members of the Board of Directors. No Owner or individual, at any time, who has committed a crime of moral turpitude shall be eligible to serve on the Board regardless of when or how such appointment or election is to take place.

(b) The Board shall transition in two stages. The first stage shall be the when seventy-five percent (75%) of the Owners' are **Class A** Owners. This first transition shall be referred to as (the "First Transition Stage") and shall occur within one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to Owners other than **Class B** or **Class C** Owners or ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Dallas County, Texas. In the First Transition Stage the Board shall not consist of no more than three (3) persons; one shall be elected by the Members at a Special Meeting called for this purpose or in conjunction with the Annual Meeting, and the other two Members shall be those appointed by the Declarant.

(c) The second and final transition stage shall be referred to as (the "Final Transition Stage") and such election and turnover shall occur within one-hundred twenty (120) days from the date all Lots owned by **Class B** Members have been sold to **Class A** Members. At this election / turnover meeting the current Board of Directors may increase the Board Members from three (3) to five (5) Members if they elect to do so. If the number of Directors remains at three (3) for the initial Final Transition Stage, this number may be increased by the duly elected Board at the next election meeting to be held. At that time, by Board Resolution, the Board may increase the number of Directors from three (3) to five (5). The Board must consist of an odd number of Members to avoid stalemates in voting. In the event of a resignation or removal of a Member at any time which may create an even number on the Board should a stalemate in voting occur, the Member with the longest running term shall be the tie breaker. Owners serving on the Board must be comprised of those occupying and living within the community except in the case of an Owner who is part of a corporate entity. In this instance, any Owner who is part of a corporate entity named as the legal Owner of record may submit a candidacy form and run for election and need not reside within the community. No two Members living in the same household or any two Members of the same corporate entity may serve on the Board at the same time.

(d) Notwithstanding anything to the contrary contained herein, at the Final Transition election of the Members at least one (1) Director on the Board of Directors shall be elected from the Board of Directors of the Townhome Owners Association. Notwithstanding, should there be no Board Member from the Townhome Owners Association desiring to submit a candidacy form or show an interest in serving on the Board of the Master Association, the election shall proceed forward with those candidates who have submitted a candidacy form for election.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written Candidacy Form; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection by submission of a Candidacy Form sent to the Board of Directors or its managing agent.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, or should a Director become a form of contention causing division or dissention among the Board, such Director shall immediately be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then the Board shall take steps to remove such a Member from the Board so that there is no delay, distraction, or dissention allowed among the Board of Directors which would, under any circumstance, prevent the Board of Directors from conducting business of the Association as well as its ability to tend to the day to day affairs of the Association. A majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired shall constitute approval for the removal of a Board Member and the appointment of a suitable replacement which shall be an appointment made by the Board. No election or solicitation for a replacement is required by the Board unless the Board desires to announce and make available candidacy forms for this purpose. The Board of Directors alone holds the authority and right to appoint any Member of its choosing to replace a Board Member removed or a Member who resigns. Notwithstanding, the rules regarding two Members from the same household or a Corporate Member from the same entity shall be upheld even in the event of an appointment by the Board. The Board is under no obligation to appoint any Owner that is delinquent in the payment of any Assessments or other charges owed to the Association or who has open violations or has had open violations for which the Owner has shown a complete disregard for the rules of the Association. Any Director that misses more than three (3) consecutive meetings may be removed by the remaining Directors of the Board.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall appoint a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action or business by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Consent in writing shall include communications by e-mail so long as all Board Members are included on the e-mail communication. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually during the Declarant Control Period. After the Declarant Control Period regular meetings of the Board may be held annually or at such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director. Special meetings where Owners are to be in attendance shall require at least a ten (10) day notice by electronic mail or by a corporate e-mail blast sent to all registered Owners, or posted in an area within the community where the notice is believed to be the most visible, or by U.S. mail.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting or conducted without a meeting, at which a quorum is present by consent in writing or by participation by e-mail communication, online or by phone, shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the 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.

Section 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

**ARTICLE VI
POWERS AND DUTIES OF THE BOARD**

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

- (a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;
- (c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions;
- (d) to enter into any contract or agreement including, but not limited to, municipal agency or utility company to provide electric utility service to all or any portion of the Property;
- (e) declare the office of a member of the Board to be vacant in the any requirements for Board membership are broken as outlined in these Bylaws, the Declaration, or its Articles;
- (f) employ such employees as they deem necessary, and to prescribe their duties;
- (g) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and
 - (2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);
- (i) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law to include amending these Bylaws and/or the Declaration as such provisions are outlined in said document.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) 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 Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be a Director of the Board. The office of Secretary and Treasurer may be held by a Member of the Board without the benefit of directorship.

Section 7.2. Election of Officers. The election of officers shall take place within ten (10) business days after any election. This shall not be required for an appointment made by Declarant or the Board of Directors.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve. The election of officers may be avoided if, by unanimous consent, all Board Members can agree to and consent in any written form, the office in which each Member shall hold.

Section 7.4. Special Appointments. The Board may elect such other officers 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 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. Only the offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President, if such a process exists or is in place, shall sign all checks and promissory notes of the Association.

(b) **Vice President.** The Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board. In the event the President is unable to perform his or her duties, regardless of the reason, the Vice President shall preside in the President's place. Should the President be removed, or for any reason, no longer be able to serve, the Vice President shall assume the role of President until such time as an election or appointment can be held. At that time, if the majority of the Board wills it, an election of Officers may take place to determine any change of officer position to be made.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes or cause to be recorded or kept all meetings and proceedings of the Board and of the Members; serve or caused to be served, notice of meetings of the Board and of the Members; keep or cause to be kept, appropriate current records showing the Members of the Association together with their addresses; and shall perform or caused to be performed such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall be responsible for the periodic review of the Association's financial records which duty may be accomplished by reviewing monthly financials presented by the managing agent or otherwise. The treasurer shall be responsible for the review of audits when completed and the Treasurer may sign off on an audit once he or she is satisfied the audit records are satisfactory. The treasurer shall participate in the preparation of the annual budget and shall ensure delivery of a copy of the financials and budgets to the Board. In the event the office of treasurer does not exist, the President or the Secretary shall assume this duty.

ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees, including AdHoc

Committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board. Notwithstanding the foregoing or anything to the contrary contained herein, the Architectural Control Committee (as defined in the Declaration) shall be established by Declarant and comprised of members appointed by Declarant during the Development Period (as defined in the Declaration) in accordance with Section 7.1 of the Declaration, as amended from time to time.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

ARTICLE XI CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII DECLARANT PROVISIONS

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in Section 4.1 of these Bylaws, Declarant is entitled to appoint and remove all members of the Board of Directors until the First Transition Date and thereafter, two members until the Final Transition Date as outlined in these Bylaws. Until Declarant's right to appoint any members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee. Declarant may, and probably will, limit the duties of the Board during the Declarant Control Period.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended, (i) on or before the date in which Declarant no longer owns any Lot without the consent or joinder of any **Class A** or **Class B** Member. After the Declarant Period ends the Board may amend these Bylaws upon majority vote of the Board done by Resolution or by majority vote of the Board taken in an open meeting, or upon sixty-seven percent (67%) vote of the Members of the Association present at a duly called meeting of the Members at which quorum is present.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. Notwithstanding, should it be deemed a worthy and necessary cause for the betterment of the Membership and for the continued smooth operation of the Association and Association Business, the Board may, upon majority vote, act upon the higher standard regardless of which governing document it is derived from.

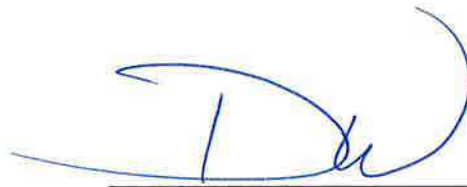
ARTICLE XIV INDEMNIFICATION OF DIRECTORS AND OFFICERS

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

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.

I, the undersigned, being the Secretary of Legends Crossing Master Homeowner's Association, Inc., do hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of the 1st day of May, 2020.

A handwritten signature in blue ink, appearing to read 'Dustin Warren', is written over a horizontal line.

Name: Dustin Warren
Title: Secretary

APPENDIX ~~A~~
CERTIFICATE OF FORMATION

LEGENDS CROSSING HOMEOWNER'S ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

**CERTIFICATE OF FORMATION
OF**

JUL 17 2018

Corporations Section

LEGENDS CROSSING MASTER HOMEOWNER'S 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 organizer of a non-profit corporation under the Texas Business Organization Code, does hereby adopt the following Certificate of Formation for such non-profit corporation:

**ARTICLE I
ENTITY NAME AND TYPE**

The filing entity being formed is a non-profit corporation. The name of the entity is: Legends Crossing Master Homeowner's Association, Inc. (hereinafter called the "Association").

**ARTICLE II
DURATION**

The Association shall exist perpetually.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organization Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the 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 "Master Declaration of Covenants, Conditions, and Restrictions for Legends Crossing" recorded or to be recorded in the Official Public Records of Dallas 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 fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Declaration;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property;
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organization Code may now, or later, have or exercise; and
- (d) to have an exercise all rights and powers conferred upon property associations by any and all applicable law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in,

settle or compromise proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 10.1(a) of the Declaration, relating to the design or construction of improvements on a Lot and/or Common Area (whether one or more), including, without limitation, any Residences; and

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above 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.

ARTICLE V REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is c/o Essex Association Management, L.P., 1512 Crescent Drive, Suite 112, Carrollton, Texas 75006. The name of its initial registered agent at such address is Ron Corcoran.

ARTICLE VI MEMBERSHIP

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

ARTICLE VII VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration. 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 of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

ARTICLE VIII ORGANIZER

The name and street address of the organizer is:

NAMEADDRESS

Hilary Tyson

2925 Richmond Ave., 14th Floor
Houston, Texas 77098

**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 the Texas Business Organization 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:

NAMEADDRESS

Mehrdad Moayedi

1221 N. I-35E, Suite 200
Carrollton, Texas, USA 75006

Dustin Warren

1221 N. I-35E, Suite 200
Carrollton, Texas, USA 75006

Brock Babb

1221 N. I-35E, Suite 200
Carrollton, Texas, USA 75006

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above.

**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 not less than sixty-seven percent (67%) 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 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 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 the holders of a minimum of sixty-seven percent (67%) 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, effective this 17th day of July, 2018.



Hilary Tyson, Organizer