



The State of Texas  
Secretary of State

CERTIFICATE OF FILING  
OF  
ARTICLES OF INCORPORATION  
FOR

OAKS OF ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION  
CHARTER NO. 341929

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF THE ATTACHED FOR THE  
ABOVE, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED IN THIS OFFICE  
AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS  
CERTIFICATE AND ATTACHES HERETO THE DUPLICATE ORIGINAL.

DATED APR. 29. 1974



*Mack N. White Jr.*  
Secretary of State

RECORDED  
INDEXED  
APR 10 1974  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ARTICLES OF INCORPORATION  
OF  
OAKS OF ATASCOCITA  
COMMUNITY IMPROVEMENT ASSOCIATION

We, the undersigned and natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

CORPORATE NAME

The name of the corporation is OAKS OF ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION.

ARTICLE II

CORPORATE STATUS

The corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

PURPOSES

The corporation is formed for the purposes of providing for maintenance and preservation of the properties subject to the Covenants, Conditions and Restrictions applicable to OAKS OF ATASCOCITA, a contemplated subdivision in Harris County, Texas, any public property therein or adjacent thereto, and any additional properties that may hereafter be brought within the jurisdiction of this Association and to promote the health, safety and welfare of the residents within the above-described property and to

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the

property or subdivision named above and recorded or to be recorded in the Map Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to 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 property of the Association;

3. contract with Atascocita Community Improvement Association for the use by members of this association of the boat-launching facilities on Lake Houston which are owned, operated and managed by Atascocita Community Improvement Association; and

4. have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may by law now or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the corporation to do any act in violation of said Non-Profit Corporation Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to said Acts.

#### ARTICLE V

The street address of the initial registered office of the corporation is 1600 First City East Building, 1111 Fannin Street, Houston, Texas 77002, and the name of its initial registered agent at such address is Larry D. Johnson.

#### ARTICLE VI

##### TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The number of Trustees 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 Trustees until May 1, 1975, or until the selection of their successors are:

Larry D. Johnson	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
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Glenn W. Loggins	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
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R. E. Reamer	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
Carroll Brown	1600 First City East Building 1111 Fannin Street Houston, Texas 77002
Norman Tobelman	1600 First City East Building 1111 Fannin Street Houston, Texas 77002

At the first annual meeting beginning in 1975 the members shall elect one trustee for a term of one year, two trustees for a term of two years, and two trustees for a term of three years; and at each annual meeting thereafter the members shall elect for three-year terms that number of trustees equal to the number of trustees whose terms expire at such time.

ARTICLE VII

INCORPORATORS

The name and street address of each incorporator is

<u>Name</u>	<u>Address</u>
Tom C. Primm	210 Esperson Building Houston, Texas 77002
Eddy J. Rogers, Jr.	210 Esperson Building Houston, Texas 77002
Howard T. Ayers, Jr.	210 Esperson Building Houston, Texas 77002

ARTICLE VIII

MEMBERSHIP

Except for the Class B member as defined in Article IX, who shall automatically be a member, every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject to a maintenance charge assessment by the Association, including contract sellers, such persons or entities being hereinafter referred to as an "Owner," shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance or an obligation. No Owner shall have more than

one membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

#### ARTICLE IX

##### VOTING RIGHTS

The Association shall have two classes of membership:

Class A. Class A members shall be all those Owners as defined in Article VIII with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VIII. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Johnson-Loggins, Inc., <sup>and its partner</sup> the Declarant as defined in the Declaration. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article VIII; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1984.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

#### ARTICLE X

##### DISSOLUTION

Upon dissolution of the Association, other than incident to a



## Request for A.C.C. Approval

Oaks of Atascocita Community Improvement Association  
9802 F.M. 1960-W., Suite #210  
Humble, TX 77338  
(281) 852-1155

1. Please provide the information requested below, and attach this sheet to your plans.
2. Please provide a sketch of the location of the proposed work on a photocopy of the plat of your property (re-roofing, re-painting projects do not require sketches). Scaled architect's, engineer's or contractor's drawings may be used as an alternative if lot lines, easements and building set-back lines are shown.
3. If you desire a copy of the approved plans, please submit an extra set for review. The principal copy of all submitted plans will be retained by the Committee.
4. Your plans will be reviewed as soon as possible. The Committee is required to act on the plans within one month, but we will try for a maximum time of two weeks.
5. Re-roofing submissions require shingle weight and color to be specified; re-painting submissions must be accompanied by "paint chip" samples.
6. All projects must be completed within 90 days of approval date.

\*\*\*\*\*

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: 852-\_\_\_\_ SEC: \_\_\_\_\_ BLK: \_\_\_\_ LOT: \_\_\_\_

MODIFICATION FOR WHICH APPROVAL IS REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTOR (if any): \_\_\_\_\_

PHONE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PROPOSED CONSTRUCTION START DATE: \_\_/\_\_/\_\_

PROPOSED COMPLETION DATE: \_\_/\_\_/\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

# Oaks of Atascocita Community Improvement Association

c/o Community Asset Management, Inc.  
9802 F.M. 1960 Bypass W., Suite 210  
Humble, Texas 77338  
(281) 852-1155

## \*\*\*\*\* Installment Payment Agreement \*\*\*\*\*

Owner's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Property Address: \_\_\_\_\_ Account No. \_\_\_\_\_

Off-site Mailing Address: \_\_\_\_\_

Current Balance: \$ \_\_\_\_\_ as of (date): \_\_\_\_\_

I am the owner of the property referenced above, and I understand my obligation to pay to the Association the amount shown. As opposed to paying the full amount owed at this time, I propose to pay IN FOUR MONTHLY INSTALLMENTS, AS FOLLOWS:

\$ \_\_\_\_\_ which payment accompanies this proposal;

\$ \_\_\_\_\_ within 30 days of this proposal;

\$ \_\_\_\_\_ within 60 days of this proposal;

\$ THE BALANCE (see "d" below) within 90 days of this proposal.

Note: The Association will approve plans which conform to the above terms; however, if you need to propose an alternate plan, please use the reverse side of this paper for your proposal.

As is evidenced by my signature on this Agreement, I understand that:

- a) I may pay the outstanding balance at any time during the term of this Agreement without penalty.
- b) If I meet the terms of this Agreement, the Association will not take action against me to collect the amount currently owed.
- c) If I do not meet the payment schedule shown above and I do not make alternative arrangements, the Association will undoubtedly elect to initiate or to resume legal proceedings to collect all amounts owed, including costs of collection.
- d) In either case, finance charges will continue to accrue on the unpaid balance, a \$5.00 administrative fee will be assessed for each payment handled, and the total sum paid will therefore be greater than the "Current Balance" referenced above.

Owner Signature \_\_\_\_\_

Date: \_\_\_\_\_

Association Approval \_\_\_\_\_

Date: \_\_\_\_\_

input done

# Information Form for Issuance of Pool Wristbands

## Oaks of Atascocita Community Improvement Association

### Property owner information (head of household):

Name \_\_\_\_\_ Alternate Contact \_\_\_\_\_  
Home Telephone \_\_\_\_\_ Emergency Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Property Address \_\_\_\_\_

### Resident/Guest Information:

_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)
_____	_____
Name	Age (if a minor)

**Directions:** This form must be accompanied by \$5.00 for each wristband ordered. CHECKS MAY BE MADE PAYABLE TO CAM. Please mail this form along with your wristband fee to:

Oaks of Atascocita C.I.A.  
9802 F.M. 1960 Bypass W., Suite 210  
Humble, Texas 77338

Your wristband(s) will be mailed to your address. The Board of Directors of the Oaks of Atascocita C.I.A. has specified that wristbands may only be issued to property owners whose maintenance fees are current. If you need assistance, please call 281-852-1155. Thank you!

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Fees Current; Date \_\_\_\_\_ No. of Tags Issued; Beginning # \_\_\_\_\_  
POOLFORM.OA

# **Oaks of Atascocita Community Improvement Association, Inc.**

## **Notice of Collection Policy**

### **Notice of Assessment**

The 2011 maintenance assessment is \$387.92 per lot. This amount is due on January 1, 2011, and becomes delinquent if not paid by February 1. If your fees become delinquent, a late fee of 6% APR is assessed on any unpaid balance.

### **Installment Payments**

You may pay your assessment over time; however your payment plan must be approved in writing on the Association's payment plan form. Payment plan payments must be made at least monthly, and interest will continue to accrue on the unpaid balance. Installment payments are also subject to a \$5.00 per payment administrative processing charge.

### **Notice of Collection Policies**

For balances not on an installment payment plan, that remain outstanding on or after March 1, a collection demand letter will be sent, and a collection fee of \$45 may be applied.

All accounts which remain delinquent on or after April 1 will be assigned to the association's attorney for collection. Once this assignment takes place, all contact regarding your past-due account will be through the attorney. The attorney's fees (which are substantial) will be added to your account balance. The attorney will send foreclosure demand letters and appropriate notification to your mortgage company, if any. Failing these collections attempts, the attorney will seek to foreclose on the Association's lien through foreclosure lawsuit.

### **Other Administrative Policies**

NSF checks will incur a \$25 NSF check charge.

Statements are rendered by the Association as a courtesy and may not include all legal fee charges if the account has been assigned to the Association's attorney.

Statements are mailed to property owners only. Duplicate copies for mortgage companies are available for a \$5 processing fee.

Address changes must be submitted in writing.