LT1-1-20100076436-1

CORPORATE SECRETARY'S CERTIFICATE
SUMMERWOOD CIVIC ASSOCIATION

The undersigned certifies that he/she is the duly appointed and acting Secretary of Summerwood Civic Association (the "Association"). The Association is the property owners' association for Summerwood, Sections One and Two, which are subdivisions in Montgomery County, Texas, according to the map or plat thereof of record in Cabinet Z, Sheets 050 and 051, and Cabinet Z, Sheets 589 and 590, respectively, of the Map Records of Montgomery County, Texas (the "Subdivision").

The Subdivision is subject to certain dedications, covenants and restrictions as set out in the recorded plat of the Subdivision and as set out in the restrictions and covenants applicable to Summerwood, Sections One and Two, of record under Clerk's File No. Clerk's File No. 2005-115204, Film Code No. 936-10-1566, and Clerk's File No. 2007-010515, respectively, of the Official Public Records of Real Property of Montgomery County, Texas (collectively, the "Declaration").

The Association is a Texas non-profit corporation, and a true and correct copy of the Association's Certificate of Filing and Certificate of Formation is attached to this certificate as Exhibit "A." Also attached to this Certificate, as Exhibit "B," is a true and correct copy of the Association's current By-Laws.

Signed this 24TH day of June, 2008.

SUMMERWOOD CIVIC ASSOCIATION

By: _____

Name JUSTIN HOOD

Its SECRETRY

NOTARY PUBLIC STATE OF TEXAS
HELEN M. PAYNE
My Commission Expires
September 17, 2012

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the _____ day of 24 day of June, 2008, by Justin, Hood of SUMMERWOOD CIVIC ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, in and for the
State of Texas

LT2-23

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 24 day of June, 2008, by Justin Hoof, Secretary of SUMMERWOOD CIVIC ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

BETTY L. HALVERSON
MY COMMISSION EXPIRES
August 3, 2009

Notary Public, in and for the
State of Texas

AFTER RECORDING RETURN TO:
Summerwood Civic Association
c/o The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

EXHIBIT "A"

Certificate of Filing and Certificate of Formation
Summerwood Civic Association

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Summerwood Civic Association
File Number: 800605935

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: 01/30/2006

Effective: 01/30/2006

Roger Williams
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
JAN 30 2006
Corporations Section

CERTIFICATE OF FORMATION
OF
SUMMERWOOD CIVIC ASSOCIATION
(Nonprofit Corporation)

The undersigned natural person eighteen (18) years of age or older and having the capacity to contract for himself or another, acting as Organizer of a nonprofit corporation under Title I, Chapter 3, Subchapter A of the Texas Business Organizations Code, does hereby execute the following Certificate of Organization for such nonprofit corporation:

Article I.
Entity Name And Type

The filing entity being formed is a nonprofit corporation. The name of the entity is **Summerwood Civic Association** (herein referred to as the "Association").

Article II.
Purpose

The Association is formed for any lawful purpose or purposes not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by Section 2.002 of the Code.

The Association does not contemplate pecuniary gain or profit to the members thereof, and without limiting the foregoing general purpose or purposes, the general purposes for which the Association is formed are to provide for the maintenance, repair, preservation, upkeep, protection and architectural control of the residents' lots and common areas (i) within that certain tract or parcel of land heretofore platted and known as Summerwood, Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheet 51, Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for Summerwood, Section One, (herein referred to as the "Restrictions"), said Restrictions being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2005-115204, and (ii) within other properties as may be brought within the scheme of development of the Summerwood subdivision or subjected to the Restrictions or similar restrictions pursuant to the provisions and authority of the Restrictions; and to promote the health, safety and welfare of the members of the Association and the residents of Summerwood and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose (the said Summerwood, Section One and such other properties that are brought within the scheme of development of the Summerwood subdivision being herein sometimes referred to collectively as the "Subdivision"), and specifically:

(a) To promote the health, safety, and welfare of the lot owners of the Subdivision;

(b) To enforce the Restrictions and any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations conferred on the Association in the Restrictions or by any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the declarant named in the Restrictions (the "Declarant"), as same may be amended from time to time as therein provided, which may be assigned to the Association by Declarant pursuant to said Restrictions or any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof; and as may be set forth in any supplemental or amended restrictions which may be filed from time to time pursuant to and in accordance with the authority and provisions of the Restrictions;

(e) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions or any other covenants, conditions and restrictions applicable to the Subdivision or any part thereof and Bylaws as may be assigned to the Association; to administer, utilize and disburse said maintenance charges and assessments so as to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Subdivision as provided in said Restrictions; to pay all expenses in connection with the collection and enforcement of said assessments 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;

(f) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(g) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(h) To dedicate, sell, transfer or convey 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;

(i) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property or common area as provided for in the Restrictions;

(j) To exercise all powers and authority of a property owners' association as set out in Chapters 202 and 204 of the Texas Property Code, such powers and authority being hereby expressly adopted and incorporated herein by reference; and

(k) To have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the Texas Business Organizations Code by law may now

or hereafter have or exercise, but which are consistent with the Association's claiming and continuing to claim an exemption from federal income and state franchise taxes.

The exercise by the Association of the above powers and authority shall be subject to any specific limitations or conditions set out in the Restrictions or as provided by applicable law.

Article III.
Restrictions and Requirements

The Association shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Association shall have no power to take any action prohibited by the applicable provisions of the Texas Business Organizations Code. The Association shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes and powers set forth above.

Article IV.
Registered Agent and Registered Office

The initial registered agent of the Association is an individual resident of the State of Texas whose name is **Michael B. Stoecker.**

The business address of the registered agent and the registered office address is **5750 West Davis, Conroe, Texas 77304.**

Article V.
Management

The management of the affairs of the Association is vested in a governing authority (the "Board of Directors"). The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors shall be provided in the bylaws of the Association (the "Bylaws"). The initial Board of Directors shall consist of four (4) persons. The number of directors may be increased or decreased by adoption or amendment of Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. The number of directors may not be decreased to fewer than three (3). In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:

Name of Director	Address
Michael B. Stoecker	5750 West Davis Conroe, Texas 77304

Jody Monroe	5750 West Davis Conroe, Texas 77304
Greg McKenzie	5750 West Davis Conroe, Texas 77304
Todd Dunn	5750 West Davis Conroe, Texas 77304

Article VI.
Members

The Association will have members. Every owner of a lot ("Owner") located in the Subdivision, including contract purchasers, shall be a member of and entitled to voting rights in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Article VII.
Classes of Voting Membership and Voting Rights

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners with the exception of the Declarant, as that term is defined in the Restrictions, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an 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. Class B Members shall be the Declarant, or its successors or any person or entity that acquires certain lots within the Subdivision for purposes of development and to whom the rights and obligations of the Declarant are specifically assigned in writing by the Declarant or its successors.

Class B Members shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or such earlier date as Declarant so determines and records an instrument to such effect in the Real Property Records of Montgomery County, Texas. Provided, however, that the Class B membership shall be automatically reinstated whenever additional property is subjected to the jurisdiction of the Association as hereinabove provided, said Class B membership as reinstated being subject to further termination at the time when, once again, the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership.

Article VIII.
Limitation of Liability of Directors and Officers and Indemnification

To the full extent permitted by applicable law, no director or officer of the Association shall be liable to the Association or its members for monetary damages for an act or omission in such director's capacity as a director or officer of the Association, except that this Article VIII does not eliminate or limit the liability of a director or officer of the Association for:

1. a breach of such director's or officer's duty of loyalty to the Association or its members;

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 such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's or officer's office; or

4. an act or omission for which the liability of such director or officer is expressly provided for by statute.

Any repeal or amendment of this Article by the members of this Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of this Association is not personally liable as set forth in the foregoing provisions of this Article VIII, a director or officer shall not be liable to the full extent permitted by an amendment to the Texas Business Organizations Code or other statute hereafter enacted that further limits the liability of a director or officer.

To the full extent permitted by applicable law, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorney fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Association and any person who, while a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

Article IX.
Duration

The period of its duration is perpetual, and the Association shall continue until dissolved as provided by law.

Article X.
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members.

Article XI.
Manner of Distribution

After all liabilities and obligations of the Association in the process of winding up are paid, satisfied, and discharged in accordance with Chapter 11 of the Texas Business Organizations Code, the property of the Association shall be applied and distributed as follows:

(i) Property held by the Association on a condition requiring return, transfer, or conveyance because of winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement; and

(ii) The remaining property shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 502(c)(3), or described by Section 170(c)(1) or (2) of the Internal Revenue Code as provided in a plan of distribution adopted by the Association under the Texas Business Organizations Code.

Article XII.
Amendments of Bylaws

The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws of this Association, without any action on the part of the members; but the Bylaws made by the directors and the powers so conferred may be altered or repealed by the affirmative vote of each class of members.

Article XIII.
Amendments to Certificate

This Certificate may be amended by the Board of Directors without the consent of the members of the Association at any time prior to December 31, 2008 or such earlier date as Declarant so determines and records an instrument to such effect in the Real Property Records of Montgomery County, Texas. After that date, amendment of these Articles shall require the vote of two-thirds (2/3) of the votes entitled to be cast by the entire membership.

Article XIV.
Construction

All references in this Certificate of Organization to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Article XV.
Organizer

The name and street address of the Organizer is:

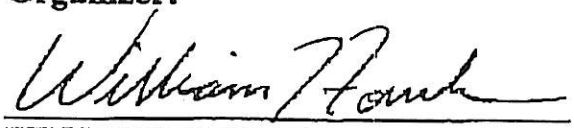
William T. Fowler
300 West Davis, Suite 510
Conroe, Texas 77301

Article XVI.
Effectiveness of Filing

This document becomes effective when the document is filed by the Secretary of State.

EXECUTED by the undersigned Organizer on January 27, 2006.

Organizer:



WILLIAM T. FOWLER