



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

CWC306 Master Community, Inc.  
File Number: 801789937

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: 05/23/2013

Effective: 05/23/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

**MAY 23 2013**

**CERTIFICATE OF FORMATION**  
**OF**

**Corporations Section**

**CWC306 MASTER COMMUNITY, 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 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: CWC306 Master Community, Inc., a Texas non-profit corporation (hereinafter called the "Association").

**ARTICLE II**  
**NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III**  
**DURATION**

The Association shall exist perpetually.

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

The 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. 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 Amended and Restated Community Covenant for The Village at Creekside recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Covenant"). 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 Covenant;
- (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; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

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 373 S. Seguin Avenue, New Braunfels, Texas 78130. The name of its initial registered agent at such address is W.M. Norris.

**ARTICLE VI  
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. 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 Covenant.

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Robert D. Burton

ADDRESS

401 Congress Avenue, Suite 2100  
Austin, Texas 78701

**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 Organizations 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:



| <u>NAME</u>       | <u>ADDRESS</u>  |
|-------------------|---|
| John Dierksen     | 401 Main Plaza, Suite 200<br>New Braunfels, Texas 78130 |
| Mike Norris       | 373 South Seguin Avenue<br>New Braunfels, TX 78130      |
| Chris Blankenship | 421 South Seguin Avenue<br>New Braunfels, TX 78130      |

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

**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 eighty percent (80%) of the total number of votes of the Association, as determined under the Covenant. The foregoing sentence shall in no way be interpreted to mean eighty percent (80%) of a quorum as established pursuant to the Bylaws. 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 members having the number of votes of the Association necessary to enact the action taken, as determined under the Covenant or this Certificate of Formation.

**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 approval by members entitled to cast at least two-thirds (2/3) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean two-thirds (2/3) of a quorum as established pursuant to the Bylaws. In the case of any conflict between the Covenant and this Certificate of Formation, the Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 23 day of May, 2013.

  
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Robert D. Burton, Incorporator