


**CORPORATE SECRETARY'S CERTIFICATE  
LAKEWOOD ON LAKE CONROE  
PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned certifies that she is the duly appointed and acting Secretary of Lakewood on Lake Conroe Property Owners Association, Inc. (the "Association"). The Association is the property owners' association for Lakewood on Lake Conroe, which is a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet F, Sheets 14B, 15A-15B, of the Map Records of Montgomery County, Texas (the "Subdivision").

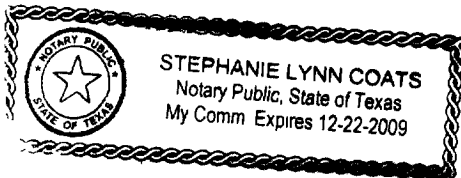
The Association is a Texas non-profit corporation, and a true and correct copy of the Association's Articles of Incorporation, Certificate of Incorporation, Bylaws, and Assignment (of Marina Slip Use and Maintenance Agreements) are attached to this certificate as Exhibit "A."

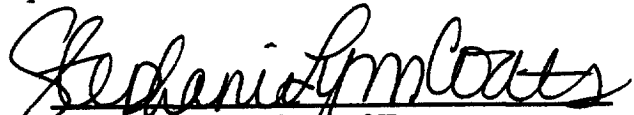
Signed this 11 day of Sept., 2009.

  
ALICE RUNKLE, Secretary of LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

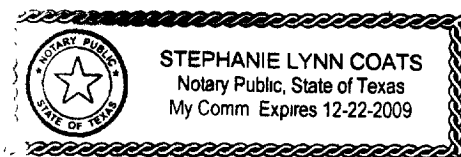
Sworn to and subscribed to before me on the 11<sup>th</sup> day of Sept., 2009, by ALICE RUNKLE, Secretary of LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

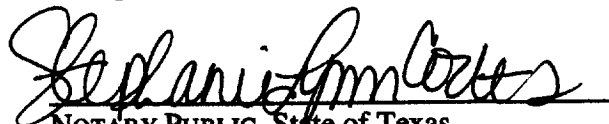


  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 11<sup>th</sup> day of Sept., 2009, by ALICE RUNKLE, Secretary of LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



  
NOTARY PUBLIC, State of Texas

FILED  
In the Office of the  
Secretary of State of Texas

JUL 28 1989

Corporations Section

STATE OF TEXAS

COUNTY OF MONTGOMERY

ARTICLES OF INCORPORATION  
OF  
LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

We, the undersigned, being persons of age of eighteen (18) years of age or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation and, in pursuit thereof, hereby sign and verify these Articles of Incorporation.

ARTICLE 1-NAME- The name of the Corporation is Lakewood on Lake Conroe Property Owners Association, Inc.

ARTICLE 2-CORPORATE STATUS- The Corporation is a nonprofit corporation.

ARTICLE 3-DURATION- The period of its duration is perpetual.

ARTICLE 4-PURPOSES- The general purposes for which this Corporation is formed are as follows:

(a) to organize and operate a corporation in which no part of the net earnings, incidentally or otherwise, will inure to the benefit of any member or individual;

(b) to acquire, own, and provide for the maintenance, operation, and management of certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the Annexable Area" as defined in the Declaration, now existing and intended to be possibly further developed by Gary Richardson, Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., or his heirs, successors or assigns, and/or 32 Lake Conroe Real Estate, Limited, its successors or assigns, and/or their affiliates, their heirs, successors or assigns, such community located in Montgomery County, Texas, and to provide certain other services for the lots and properties located therein, all as or as may be described in the Covenants, Conditions and Restrictions for Lakewood on Lake Conroe, as recorded or to be recorded in the Montgomery County, Texas, Real Property Records, (hereinafter the "Declaration");

(c) to be and to constitute the Corporation named the Lakewood Property Owners Association, Inc., referred to in the Declaration;

(d) to do all things necessary to carry out or assist in carrying out those duties and obligations, and to have all powers needed to exercise those rights of the Lakewood Property Owners Association, Inc., contained in the Declaration; and

(e) and to provide for maintenance and preservation of the certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations now existing and intended to be possibly further developed by Gary Richardson, Individually or as Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., Individually or as Trustee, or his heirs, successors or assigns, or 32 Lake Conroe Real Estate, Limited, its successors or

ORIGINAL PRINT INCOMPLETE

Exhibit "A"

1 of 10

assigns, and/or their affiliates, their heirs, successors or assigns, subject or as hereafter may be subjected to any of the aforesaid Declaration, and to promote the health, safety, welfare, civic pride, and aesthetic values of the residents within Lakewood that may be or may become subject to the aforesaid Declaration.

For the general purposes as aforesaid, this Corporation shall have the following powers:

(a) to construct, improve, maintain, purchase, accept, operate, own, sell, convey, assign, mortgage, lease, or manage any real estate or properties within or in the vicinity of the development known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations, in Montgomery County, Texas, and any personal property necessary or incident in the furtherance of the operations of this Corporation or the community known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations;

(b) to fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the operations of the Corporation;

(c) to borrow money and issue evidence of indebtedness in furtherance of any and all of the objects of its operations and business, to secure the same by mortgage, deed of trust, pledge or other liens;

(d) to have and exercise any powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Texas may by law now or hereinafter 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 Nonprofit Corporation Act;

(e) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the Corporation;

(f) to accept assets, interests, rights, funds, properties, (real or personal, tangible or intangible), debts, obligations, accounts, and liabilities from Gary Richardson, Individually or as Trustee, Dana T. Richardson, Jr., Individually or as Trustee, and/or 32 Lake Conroe Real Estate, and/or their affiliates, and/or any of their heirs, successors or assigns; and

(g) insofar as permitted by law, do any other thing that in the judgment of the Board of Directors will promote the operation of the Corporation for the common benefit of its members and residents of the Lakewood on Lake Conroe community; provided however, the Corporation shall not have the power to impose any initiation fee upon any incoming members of the Corporation, such, however, not to be construed in any way as any limitation whatsoever on the power of the Corporation otherwise to assess its members in accordance with the terms hereof and the Declaration, nor to enforce payment in full, plus interest and penalties, of any delinquent Member prior to approval of any incoming member acquiring such delinquent members property.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation and the exercise thereof as conferred by the general laws, statutes, and case precedent of the State of Texas.

ARTICLE 5-REGISTERED AGENT. The street address of the initial registered office of the Corporation is P. O. Box 525, Willis, Texas 77378, and the name of the initial registered agent at such address is Gary Richardson, Trustee.

Exhibit "A"

Page 2 of 28

ARTICLE 6-BOARD OF DIRECTORS-The affairs of the Corporation shall be managed by a Board of Directors of not less than three (3) members who shall meet the requisites of the By-Laws. The names and addresses of the Directors constituting the initial Board of Directors are:

Gary Richardson P. O. Box 525 Willis, Texas 77378	Sheryl L. Richardson P. O. Box 525 Willis, Texas 77378	Ben Richardson P. O. Box 525 Willis, Texas 77378
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ARTICLE 7- INCORPORATOR-The name and street address of each incorporator is:

Gary Richardson P. O. Box 525 Willis, Texas 77378	Sheryl L. Richardson P. O. Box 525 Willis, Texas 77378	Ben Richardson P. O. Box 525 Willis, Texas 77378
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Within fifteen (15) days after the Secretary of State of the State of Texas has delivered a certificate of incorporation to the incorporators of the corporation pursuant to the Act, the initial directors indicated above shall meet and adopt By-Laws for the governance of the corporation and not later than 300 days thereafter, the initial directors indicated above shall call an organizational meeting of the members of the corporation to be held upon at least thirty (30) days' notice given pursuant to the provisions of the By-Laws of the corporation so adopted for the purpose of the election of successors to such initial directors by the members of the corporation.

ARTICLE 8-MEMBERSHIP AND VOTING.

(a) Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to the Declaration shall have a membership in the Corporation, pursuant to Article V of the Declaration. Membership shall be available and mandatory, as provided in Article V of the Declaration, for such owners, as now exist or as may exist in the future, subject to the Declaration. The only requisite for membership in the Corporation shall be ownership of a lot subject to the Declaration and upon termination of such ownership by a member, by any means whatsoever, the membership so held shall, likewise, terminate and thereafter be available to and mandatory upon the successor owner of such lot pursuant to the terms hereof and Article V of the Declaration. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership.

(b) The Association shall have one(1) class of membership, being comprised of all those who qualify for membership under Article 8(a) of these Articles of Incorporation and Article V of the Declaration. Each Member owning a whole Estate Lot or Estate building site shall be entitled on all issues to one(1) vote for each Lot and each Member owning a whole Lake Front Lot or building site shall be entitled on all issues to twenty-ninths (20/9) vote for each such Lot in which they hold the interest required for membership as stated in Article 8(a) of these Articles of Incorporation and Article V of the Declaration. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Corporation prior to any meeting. In the absence of such advise, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE 9-DISSOLUTION. The Corporation shall be dissolved only in accordance with the provisions of the Texas Non-profit Corporation Act. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated and transferred to an appropriate public agency to be used for purposes similar to those which this Corporation was created or shall be conveyed and assigned to any nonprofit corporation, association, trust, or other organization

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devoted or to be devoted to such similar purposes. In the event of liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its property, assets, or its proceeds, and the balance of all money and other property received by the Corporation from any source, after payment of all debts and obligations of the Corporation, shall be used or distributed subject to the order of the Supreme Court of the State of Texas, as provided by law, and as may further be determined by the appropriate public agency or similar corporation, as aforementioned, to be used for purposes similar to those of this existing Corporation.

ARTICLE 10-AMMENDMENTS. This Corporation reserves the rights to amend, alter, or repeal any provision contained in these Articles in the manner now or hereafter prescribed by the Texas Nonprofit Corporation Act for the amendment of Articles of Incorporation of a nonprofit corporation.

IN WITNESS WHEREOF, we, the undersigned, being the incorporators, as above referred to, have hereunto set our hands and hereby verify these Articles of Incorporation of the Lakewood on Lake Conroe Property Owners Association, Inc. as of this 26<sup>th</sup> day of July, 1989.

[Signature]  
Gary Richardson  
[Signature]  
Sheryl L. Richardson  
[Signature]  
Ben P. Richardson

STATE OF TEXAS \*  
COUNTY OF MONTGOMERY \*

BEFORE ME, a notary public, on this day, personally appeared Gary Richardson and Sheryl L. Richardson, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of July, 1989.

[Signature]  
Notary Public in and for the  
State of Texas MONTGOMERY CO  
Notary's name NANCY L. BYARS  
Notary's commission expires:  
04-08-92

STATE OF TEXAS \*  
COUNTY OF MONTGOMERY \*

BEFORE ME, a notary public, on this day, personally appeared Ben P. Richardson, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, severally declared that he is the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 23<sup>rd</sup> day of July, 1989.

[Signature]  
Notary Public in and for the  
State of Texas

Notary's commission expires  
5-14-92

Notary's name  
JACK W. WORMACK  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES  
MAY 14, 1993

ORIGINAL PRINT INCOMPLETE

assigns, and/or their affiliates, their heirs, successors or assigns, subject or as hereafter may be subjected to any of the aforesaid Declaration, and to promote the health, safety, welfare, civic pride, and aesthetic values of the residents within Lakewood that may be or may become subject to the aforesaid Declaration.

For the general purposes as aforesaid, this Corporation shall have the following powers:

(a) to construct, improve, maintain, purchase, accept, operate, own, sell, convey, assign, mortgage, lease, or manage any real estate or properties within or in the vicinity of the development known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations, in Montgomery County, Texas, and any personal property necessary or incident in the furtherance of the operations of this Corporation or the community known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations;

(b) to fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the operations of the Corporation;

(c) to borrow money and issue evidence of indebtedness in furtherance of any and all of the objects of its operations and business, to secure the same by mortgage, deed of trust, pledge or other liens;

(d) to have and exercise any powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Texas may by law now or hereinafter 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 Nonprofit Corporation Act;

(e) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the Corporation;

(f) to accept assets, interests, rights, funds, properties, (real or personal, tangible or intangible), debts, obligations, accounts, and liabilities from Gary Richardson, Individually or as Trustee, Dana T. Richardson, Jr., Individually or as Trustee, and/or 32 Lake Conroe Real Estate, and/or their affiliates, and/or any of their heirs, successors or assigns; and

(g) insofar as permitted by law, do any other thing that in the judgment of the Board of Directors will promote the operation of the Corporation for the common benefit of its members and residents of the Lakewood on Lake Conroe community; provided however, the Corporation shall not have the power to impose any initiation fee upon any incoming members of the Corporation, such, however, not to be construed in any way as any limitation whatsoever on the power of the Corporation otherwise to assess its members in accordance with the terms hereof and the Declaration, nor to enforce payment in full, plus interest and penalties, of any delinquent Member prior to approval of any incoming member acquiring such delinquent members property.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation and the exercise thereof as conferred by the general laws, statutes, and case precedent of the State of Texas.

ARTICLE 5-REGISTERED AGENT. The street address of the initial registered office of the Corporation is P. O. Box 525, Willis, Texas 77378, and the name of the initial registered agent at such address is Gary Richardson, Trustee.

STATE OF TEXAS

COUNTY OF MONTGOMERY

ARTICLES OF INCORPORATION  
OF  
LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

We, the undersigned, being persons of age of eighteen (18) years of age or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation and, in pursuit thereof, hereby sign and verify these Articles of Incorporation.

ARTICLE 1-NAME- The name of the Corporation is Lakewood on Lake Conroe Property Owners Association, Inc.

ARTICLE 2-CORPORATE STATUS- The Corporation is a nonprofit corporation.

ARTICLE 3-DURATION- The period of its duration is perpetual.

ARTICLE 4-PURPOSES- The general purposes for which this Corporation is formed are as follows:

(a) to organize and operate a corporation in which no part of the net earnings, incidentally or otherwise, will inure to the benefit of any member or individual;

(b) to acquire, own, and provide for the maintenance, operation, and management of certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the Annexable Area" as defined in the Declaration, now existing and intended to be possibly further developed by Gary Richardson, Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., or his heirs, successors or assigns, and/or 32 Lake Conroe Real Estate, Limited, its successors or assigns, and/or their affiliates, their heirs, successors or assigns, such community located in Montgomery County, Texas, and to provide certain other services for the lots and properties located therein, all as or as may be described in the Covenants, Conditions and Restrictions for Lakewood on Lake Conroe, as recorded or to be recorded in the Montgomery County, Texas, Real Property Records, (hereinafter the "Declaration");

(c) to be and to constitute the Corporation named the Lakewood Property Owners Association, Inc., referred to in the Declaration;

(d) to do all things necessary to carry out or assist in carrying out those duties and obligations, and to have all powers needed to exercise those rights of the Lakewood Property Owners Association, Inc., contained in the Declaration; and

(e) and to provide for maintenance and preservation of the certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the "Annexable Area", as defined in the Declarations now existing and intended to be possibly further developed by Gary Richardson, Individually or as Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., Individually or as Trustee, or his heirs, successors or assigns, or 32 Lake Conroe Real Estate, Limited, its successors or

ARTICLE 6-BOARD OF DIRECTORS-The affairs of the Corporation shall be managed by a Board of Directors of not less than three (3) members who shall meet the requisites of the By-Laws. The names and addresses of the Directors constituting the initial Board of Directors are:

Gary Richardson	Sheryl L. Richardson	Ben Richardson
P. O. Box 525	P. O. Box 525	P. O. Box 525
Willis, Texas 77378	Willis, Texas 77378	Willis, Texas 77378

ARTICLE 7- INCORPORATOR-The name and street address of each incorporator is:

Gary Richardson	Sheryl L. Richardson	Ben Richardson
P. O. Box 525	P. O. Box 525	P. O. Box 525
Willis, Texas 77378	Willis, Texas 77378	Willis, Texas 77378

Within fifteen (15) days after the Secretary of State of the State of Texas has delivered a certificate of incorporation to the incorporators of the corporation pursuant to the Act, the initial directors indicated above shall meet and adopt By-Laws for the governance of the corporation and not later than 300 days thereafter, the initial directors indicated above shall call an organizational meeting of the members of the corporation to be held upon at least thirty (30) days' notice given pursuant to the provisions of the By-Laws of the corporation so adopted for the purpose of the election of successors to such initial directors by the members of the corporation.

#### ARTICLE 8-MEMBERSHIP AND VOTING.

(a) Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to the Declaration shall have a membership in the Corporation, pursuant to Article V of the Declaration. Membership shall be available and mandatory, as provided in Article V of the Declaration, for such owners, as now exist or as may exist in the future, subject to the Declaration. The only requisite for membership in the Corporation shall be ownership of a lot subject to the Declaration and upon termination of such ownership by a member, by any means whatsoever, the membership so held shall, likewise, terminate and thereafter be available to and mandatory upon the successor owner of such lot pursuant to the terms hereof and Article V of the Declaration. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership.

(b) The Association shall have one(1) class of membership, being comprised of all those who qualify for membership under Article 8(a) of these Articles of Incorporation and Article V of the Declaration. Each Member owning a whole Estate Lot or Estate building site shall be entitled on all issues to one(1) vote for each Lot and each Member owning a whole Lake Front Lot or building site shall be entitled on all issues to twenty-ninths (20/9) vote for each such Lot in which they hold the interest required for membership as stated in Article 8(a) of these Articles of Incorporation and Article V of the Declaration. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Corporation prior to any meeting. In the absence of such advise, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE 9-DISSOLUTION. The Corporation shall be dissolved only in accordance with the provisions of the Texas Non-profit Corporation Act. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated and transferred to an appropriate public agency to be used for purposes similar to those which this Corporation was created or shall be conveyed and assigned to any nonprofit corporation, association, trust, or other organization



devoted or to be devoted to such similar purposes. In the event of liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its property, assets, or its proceeds, and the balance of all money and other property received by the Corporation from any source, after payment of all debts and obligations of the Corporation, shall be used or distributed subject to the order of the Supreme Court of the State of Texas, as provided by law, and as may further be determined by the appropriate public agency or similar corporation, as aforementioned, to be used for purposes similar to those of this existing Corporation.

ARTICLE 10-AMMENDMENTS. This Corporation reserves the rights to amend, alter, or repeal any provision contained in these Articles in the manner now or hereafter prescribed by the Texas Nonprofit Corporation Act for the amendment of Articles of Incorporation of a nonprofit corporation.

IN WITNESS WHEREOF, we, the undersigned, being the incorporators, as above referred to, have hereunto set our hands and hereby verify these Articles of Incorporation of the Lakewood on Lake Conroe Property Owners Association, Inc., as of this 26<sup>th</sup> day of July, 1989.

Ben P. Richardson  
Ben P. Richardson

Gary Richardson  
Gary Richardson  
Sheryl L. Richardson  
Sheryl L. Richardson

STATE OF TEXAS \*

COUNTY OF MONTGOMERY \*

BEFORE ME, a notary public, on this day, personally appeared Gary Richardson and Sheryl L. Richardson, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of July, 1989.

Nancy L. Byars  
Notary Public in and for the  
State of Texas MONTGOMERY CO  
Notary's name NANCY L. BYARS  
Notary's commission expires:  
04-08-92

STATE OF TEXAS \*

COUNTY OF MONTGOMERY \*

BEFORE ME, a notary public, on this day, personally appeared Ben P. Richardson, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, severally declared that he is the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 23<sup>rd</sup> day of July, 1989.

[Signature]  
Notary Public in and for the  
State of Texas

Notary's commission expires  
5-14-93

Notary's Name JACK W. V. JMWACIK  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES  
MAY 14, 1993

STATE OF TEXAS

COUNTY OF MONTGOMERY

ARTICLES OF INCORPORATION  
OF  
LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

We, the undersigned, being persons of age of eighteen (18) years of age or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation and, in pursuit thereof, hereby sign and verify these Articles of Incorporation.

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(a) to organize and operate a corporation in which no part of the net earnings, incidentally or otherwise, will inure to the benefit of any member or individual;

(b) to acquire, own, and provide for the maintenance, operation, and management of certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the Annexable Area" as defined in the Declaration, now existing and intended to be possibly further developed by Gary Richardson, Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., or his heirs, successors or assigns, and/or 32 Lake Conroe Real Estate, Limited, its successors or assigns, and/or their affiliates, their heirs, successors or assigns, such community located in Montgomery County, Texas, and to provide certain other services for the lots and properties located therein, all as or as may be described in the Covenants, Conditions and Restrictions for Lakewood on Lake Conroe, as recorded or to be recorded in the Montgomery County, Texas, Real Property Records, (hereinafter the "Declaration");

(c) to be and to constitute the Corporation named the Lakewood Property Owners Association, Inc., referred to in the Declaration;

(d) to do all things necessary to carry out or assist in carrying out those duties and obligations, and to have all powers needed to exercise those rights of the Lakewood Property Owners Association, Inc., contained in the Declaration; and

(e) and to provide for maintenance and preservation of the certain common areas, open spaces, green areas, recreational facilities, private roads and streets, parks, esplanades, sewer plants and lines, drainage areas, access areas, boat launch, water plant and lines and any other facilities located within a planned subdivision development known or to be known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations now existing and intended to be possibly further developed by Gary Richardson, Individually or as Trustee, or his heirs, successors, or assigns, and/or Dana T. Richardson, Jr., Individually or as Trustee, or his heirs, successors or assigns, or 32 Lake Conroe Real Estate, Limited, its successors or

assigns, and/or their affiliates, their heirs, successors or assigns, subject or as hereafter may be subjected to any of the aforesaid Declaration, and to promote the health, safety, welfare, civic pride, and aesthetic values of the residents within Lakewood that may be or may become subject to the aforesaid Declaration.

For the general purposes as aforesaid, this Corporation shall have the following powers:

(a) to construct, improve, maintain, purchase, accept, operate, own, sell, convey, assign, mortgage, lease, or manage any real estate or properties within or in the vicinity of the development known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations, in Montgomery County, Texas, and any personal property necessary or incident in the furtherance of the operations of this Corporation or the community known as Lakewood on Lake Conroe, or the "Annexable Area" as defined in the Declarations;

(b) to fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the operations of the Corporation;

(c) to borrow money and issue evidence of indebtedness in furtherance of any and all of the objects of its operations and business, to secure the same by mortgage, deed of trust, pledge or other liens;

(d) to have and exercise any powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Texas may by law now or hereinafter 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 Nonprofit Corporation Act;

(e) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the Corporation;

(f) to accept assets, interests, rights, funds, properties, (real or personal, tangible or intangible), debts, obligations, accounts, and liabilities from Gary Richardson, Individually or as Trustee, Dana T. Richardson, Jr., Individually or as Trustee, and/or 32 Lake Conroe Real Estate, and/or their affiliates, and/or any of their heirs, successors or assigns; and

(g) insofar as permitted by law, do any other thing that in the judgment of the Board of Directors will promote the operation of the Corporation for the common benefit of its members and residents of the Lakewood on Lake Conroe community; provided however, the Corporation shall not have the power to impose any initiation fee upon any incoming members of the Corporation, such, however, not to be construed in any way as any limitation whatsoever on the power of the Corporation otherwise to assess its members in accordance with the terms hereof and the Declaration, nor to enforce payment in full, plus interest and penalties, of any delinquent Member prior to approval of any incoming member acquiring such delinquent members property.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation and the exercise thereof as conferred by the general laws, statutes, and case precedent of the State of Texas.

ARTICLE 5-REGISTERED AGENT. The street address of the initial registered office of the Corporation is P. O. Box 525, Willis, Texas 77378, and the name of the initial registered agent at such address is Gary Richardson, Trustee.

ARTICLE 6-BOARD OF DIRECTORS-The affairs of the Corporation shall be managed by a Board of Directors of not less than three (3) members who shall meet the requisites of the By-Laws. The names and addresses of the Directors constituting the initial Board of Directors are:

Gary Richardson	Sheryl L. Richardson	Ben Richardson
P. O. Box 525	P. O. Box 525	P. O. Box 525
Willis, Texas 77378	Willis, Texas 77378	Willis, Texas 77378

ARTICLE 7- INCORPORATOR-The name and street address of each incorporator is:

Gary Richardson	Sheryl L. Richardson	Ben Richardson
P. O. Box 525	P. O. Box 525	P. O. Box 525
Willis, Texas 77378	Willis, Texas 77378	Willis, Texas 77378

Within fifteen (15) days after the Secretary of State of the State of Texas has delivered a certificate of incorporation to the incorporators of the corporation pursuant to the Act, the initial directors indicated above shall meet and adopt By-Laws for the governance of the corporation and not later than 300 days thereafter, the initial directors indicated above shall call an organizational meeting of the members of the corporation to be held upon at least thirty (30) days' notice given pursuant to the provisions of the By-Laws of the corporation so adopted for the purpose of the election of successors to such initial directors by the members of the corporation.

#### ARTICLE 8-MEMBERSHIP AND VOTING.

(a) Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to the Declaration shall have a membership in the Corporation, pursuant to Article V of the Declaration. Membership shall be available and mandatory, as provided in Article V of the Declaration, for such owners, as now exist or as may exist in the future, subject to the Declaration. The only requisite for membership in the Corporation shall be ownership of a lot subject to the Declaration and upon termination of such ownership by a member, by any means whatsoever, the membership so held shall, likewise, terminate and thereafter be available to and mandatory upon the successor owner of such lot pursuant to the terms hereof and Article V of the Declaration. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership.

(b) The Association shall have one(1) class of membership, being comprised of all those who qualify for membership under Article 8(a) of these Articles of Incorporation and Article V of the Declaration. Each Member owning a whole Estate Lot or Estate building site shall be entitled on all issues to one(1) vote for each Lot and each Member owning a whole Lake Front Lot or building site shall be entitled on all issues to twenty-ninths (20/9) vote for each such Lot in which they hold the interest required for membership as stated in Article 8(a) of these Articles of Incorporation and Article V of the Declaration. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Corporation prior to any meeting. In the absence of such advise, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE 9-DISSOLUTION. The Corporation shall be dissolved only in accordance with the provisions of the Texas Non-profit Corporation Act. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated and transferred to an appropriate public agency to be used for purposes similar to those which this Corporation was created or shall be conveyed and assigned to any nonprofit corporation, association, trust, or other organization

devoted or to be devoted to such similar purposes. In the event of liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its property, assets, or its proceeds, and the balance of all money and other property received by the Corporation from any source, after payment of all debts and obligations of the Corporation, shall be used or distributed subject to the order of the Supreme Court of the State of Texas, as provided by law, and as may further be determined by the appropriate public agency or similar corporation, as aforementioned, to be used for purposes similar to those of this existing Corporation.

ARTICLE 10-AMMENDMENTS. This Corporation reserves the rights to amend, alter, or repeal any provision contained in these Articles in the manner now or hereafter prescribed by the Texas Nonprofit Corporation Act for the amendment of Articles of Incorporation of a nonprofit corporation.

IN WITNESS WHEREOF, we, the undersigned, being the incorporators, as above referred to, have hereunto set our hands and hereby verify these Articles of Incorporation of the Lakewood on Lake Conroe Property Owners Association, Inc. as of this 26<sup>th</sup> day of July, 1989.

Ben P. Richardson  
Ben P. Richardson

Gary Richardson  
Gary Richardson  
Sheryl L. Richardson  
Sheryl L. Richardson

STATE OF TEXAS \*  
COUNTY OF MONTGOMERY \*

BEFORE ME, a notary public, on this day, personally appeared Gary Richardson and Sheryl L. Richardson, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of July, 1989.

Nancy L. Byars  
Notary Public in and for the  
State of Texas MONTGOMERY CO.  
Notary's name NANCY L. BYARS  
Notary's commission expires:  
04-08-92

STATE OF TEXAS \*  
COUNTY OF MONTGOMERY \*

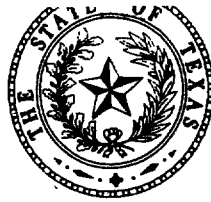
BEFORE ME, a notary public, on this day, personally appeared Ben P. Richardson, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, severally declared that he is the persons who signed the foregoing document as incorporators and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 23<sup>rd</sup> day of July, 1989.

[Signature]  
Notary Public in and for the  
State of Texas

Notary's commission expires  
5-14-93

Notary's name \_\_\_\_\_  
J. OR W. V. J. W. CR  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES  
JULY 14, 1993



# The State of Texas

## Secretary of State

### CERTIFICATE OF INCORPORATION

OF

LAKWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.  
CHARTER NUMBER 01121955

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE CORPORATION, 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 THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE 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 JULY 28, 1989

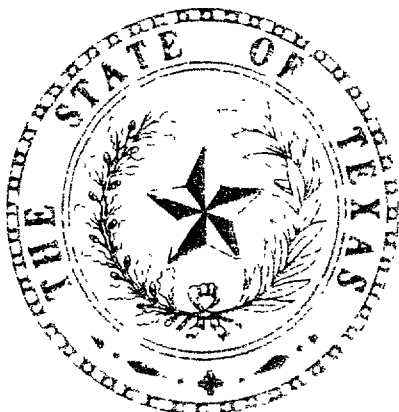


Exhibit "A"  
Page 13 of 28

*George S. Bayard Jr.*  
Secretary of State

BY-LAWS  
OF  
LAKWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

	Page
I. NAME, MEMBERSHIP, AND APPLICABILITY	
1. Name.....	1
2. Membership.....	1
II. ASSOCIATION, MEETINGS, QUORUM, VOTING, PROXIES	
1. Place of Meetings.....	1
2. Annual Meetings.....	1
3. Special Meetings.....	1
4. Notice of Meetings.....	2
5. Waiver of Notice.....	2
6. Adjournment of Meetings.....	2
7. Voting.....	2
8. Proxies.....	2
9. Majority.....	3
10. Quorum.....	3
11. Conduct of Meetings.....	3
12. Record Date.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
A. Composition and Selection.	
1. Governing Body: Composition.....	3
2. Number of Directors.....	3
3. Nomination of Directors.....	3
4. Election and Term of Office.....	4
5. Removal of Directors.....	4
6. Resignation of Directors.....	4
B. Meetings.	
7. Organization Meeting.....	5
8. Regular Meeting.....	5
9. Special Meeting.....	5
10. Waiver of Notice.....	5
11. Quorum of Board of Directors.....	5
12. Compensation.....	6
13. Conduct of Meetings.....	6
14. Executive Session.....	6
15. Action Without a Formal Meeting.....	6



	<b>C. Powers and Duties</b>	
	16. Powers.....	6
	17. Management Agent.....	6
	18. Borrowing.....	7
	19. Contract Rights of the Association.....	7
<b>IV</b>	<b>OFFICERS</b>	
	1. Officers.....	7
	2. Election, Term of Office, and Vacancies.	7
	3. Removal.....	7
	4. Powers and Duties.....	7
	5. Resignation.....	8
	6. Agreements, Contracts, Deeds, Leases, Checks, Etc.....	8
<b>V.</b>	<b>COMMITTEES</b>	
	1. General.....	8
	2. Covenants Committee.....	8
<b>VI.</b>	<b>MISCELLANEOUS</b>	
	1. Fiscal Year.....	8
	2. Parliamentary Rules.....	8
	3. Conflicts.....	9
	4. Books and Records.....	9
	5. Notices.....	9
	6. Audit.....	10
	7. Amendment.....	10

BY-LAWS

OF

LAKWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.

Article I

Name, Membership, and Applicability

Section 1. Name. The name of the Corporation is Lakewood on Lake Conroe Property Owners Association, Inc., (hereinafter sometimes referred to as the "Association" or the "Corporation").

Section 2. Membership. The Association shall have one (1) class of membership, as more fully set forth in the Articles of Incorporation, the terms of which pertaining to membership are specifically incorporated by reference herein.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held in the principal office of the Association or at such suitable place convenient to the members as may be designated by the Board of Directors in Harris County, Texas, or Montgomery County, Texas; or as convenient thereto as possible and practical.

Section 2. Annual Meetings. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month each year thereafter, at an hour set by the Board. Where directors or officers are to be elected by the members, such election may be conducted by mail, if authorized by the Board of Directors and subject to such conditions as the Board may provide.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by a resolution of a majority of a quorum of the Board of Directors or upon petition signed by at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

1.

Section 4. Notice of Meetings. Written notice of each special meeting of the members shall be given by or at the direction of the Secretary or any person or persons authorized to call a meeting by mailing a copy of such notice, postage paid, at least fifteen (15) days, but not more than fifty (50) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of the notice. Such notice shall specify the place, day, and hour of the meeting and the purpose of the meeting. Notice of annual meetings shall not be required, but may be given in a like manner. Any notice given may be given, in addition to the foregoing, in any manner as may be authorized by the Texas Nonprofit Corporation Act.

Section 5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by such member of notice of time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting is raised before the business, of which proper notice was given, is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be set forth in the Articles and such voting rights provisions are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy, as further may be limited by the terms of the Declaration. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable, unless expressly provided therein to be irrevocable. Each proxy shall automatically cease upon a member's criteria for membership ceasing to exist or upon receipt of notice by the Secretary of the death or judicially declared incompetance of a member, or of

who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 4. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership, and at each annual meeting of the membership thereafter, Directors shall be elected by members of the Association in accordance with their voting powers, as further specified in the Articles of Incorporation. Members shall vote on all directors to be elected, and the candidates receiving a plurality of votes shall be elected.

(b) The initial terms of the Directors elected at the first annual meeting of the membership shall be fixed at the time of their election so that, initially, the term of one (1) Director shall be one (1) year, and the term of two (2) Directors shall be two (2) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years, and thereafter Directors shall be elected for two (2) year terms. The members of the Board of Directors shall hold office until their respective successors have been elected by the Association.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created for the unexpired portion of the removed member's term. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 6. Resignation of Directors. Any Director may resign upon written notice to the Association. In the event of a resignation, the remaining Directors may appoint a replacement for the unexpired portion of the resigning Director's term.

written revocation (unless irrevocable). No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. In no event shall a proxy remain irrevocable for more than eleven (11) months.

Section 9. Majority. As used in these By-Laws, the term "majority" shall mean those votes, members, or other group, as the context may indicate, totalling more than fifty (50%) percent of the total number votes existing in the Association.

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Articles of Incorporation, the presence in person or by proxy of more than ten (10%) percent of the total votes existing in the Association shall constitute a quorum for all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-fifth (1/5th) of the quorum required at the original meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

Section 12. Record Date. The Association may establish such record dates for membership as may be authorized by the Texas Nonprofit Corporation Act or applicable Texas law.

### ARTICLE III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors shall be members or spouses of members; provided, however, that no person and his or her spouse may serve on the Board at the same time.

Section 2. Number of Directors. The Board of Directors shall consist of at least three (3) members.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be by a Nominating Committee. The Nominating Committee shall consist of a Chairman,

## B. Meetings.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President on his motion or when requested by the Vice President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communications, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least twenty-four (24) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or whenever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at the meeting at

which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Articles of Incorporation, these By-Laws, direction of the President or Board resolution.

Section 14. Executive Session. The Board may, with approval of a majority of a quorum of the Board members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature.

Section 15. Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

#### C. Powers and Duties.

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Articles or these By-Laws directed to be done and exercised exclusively by the members.

#### Section 17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors may authorize. The Board of

Directors may delegate to the managing agent or manager, subject to the Boards supervision, all of the powers granted to the Board of Directors by these By-Laws.

(b) No management contract may have a term in excess of three (3) years. Any management contract must permit termination by either party, without cause and without termination fee, on ninety (90) days' or less written notice.

Section 18. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of improving, acquiring, repairing, modifying, and restoring the property owned, operated, or maintained by the Association without the approval of the members of the Association.

Section 19. Contract Rights of the Association. The Association shall have the right to contract with any person for the performance of any of its duties and funtions.

#### Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, one (1) Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. ~~Any two or more offices may be held by the same person, excepting the offices of President and Secretary.~~ The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors present, a quorum being present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the



chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or Secretary. Such resignation shall take effect on the date of the 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. The Board may appoint any officer to replace the officer who resigned.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

#### Article V Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with any resolutions the Board may adopt, the Covenants Committee may act as a hearing tribunal of the Association for covenant violations.

#### Article VI Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors. Unless otherwise provided, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of the Association

proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, these By-Laws, rulings of the President, or resolution of the Board.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the members, of the Board, and of committees shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules of Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by the member desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection of a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the residential Unit of such Member; or


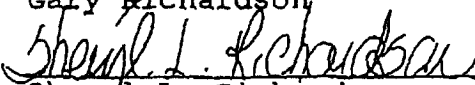
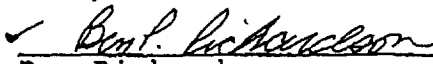
(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the members pursuant to this Section.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, that after having received the Board's audit at the annual meeting, the members by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual financial statement within ninety (90) days after the end of each fiscal year.

Section 7. Amendment. These By-Laws may be amended by the affirmative vote or written consent of a majority of the members of the Association.

We, the undersigned, being all of the directors of Lakewood on Lake Conroe Property Owners Association, Inc., do hereby certify that we assent to the within and foregoing By-Laws and hereby adopt the same as the initial By-Laws of said Corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 12th day of August, 1989.

  
\_\_\_\_\_  
Gary Richardson  
  
\_\_\_\_\_  
Sheryl L. Richardson  
  
\_\_\_\_\_  
Ben Richardson

997-01-2468

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9445371

**ASSIGNMENT**

STATE OF TEXAS )  
 )  
COUNTY OF MONTGOMERY )

THIS AGREEMENT, made this 8<sup>th</sup> day of June, 1994, by and between GARY RICHARDSON, TRUSTEE (hereinafter referred to as "Assignor") and LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as "Assignee"),

**WITNESSETH:**

WHEREAS, Assignor, as the Developer, has heretofore entered into certain written or verbal Marina Slip Use and Maintenance Agreements, demising boat slips in that certain Marina ("Marina") located in Lake Conroe adjacent to said real property being 1.429 acres in the W. S. Allen Survey, Abstract 2, Montgomery County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Agreements"), which Agreements are listed on Exhibit "B" attached hereto and made a part hereof, if, in fact, such exhibit is attached; and,

WHEREAS, Assignor has obtained License No. 1389 ("License") from the San Jacinto River Authority for the marina located in Lake Conroe adjacent to Lakewood on Lake Conroe Subdivision in Montgomery County, Texas; and

WHEREAS, Assignor has agreed to transfer to Assignee and Assignee has agreed to accept the transfer of said Marina, License and Agreements; and

WHEREAS, Assignor desires by this Agreement to assign all of his right, title and interest in and to the Marina, License and Agreements to Assignee, and Assignee desires to hold the above mentioned Marina, License and Agreements from the date hereof, for the residue of the term of each of the License and Agreements, subject to all considerations, covenants, agreements, provisions, terms and fees contained in the License and Agreements.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable considerations, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and set over all of his right, title and interest in the Marina, License and Agreements to Assignor, as of the date hereof.
2. Assignee hereby agrees to assume all duties, obligations and liabilities of Assignor in ownership and operation of the Marina, License and Agreements and agrees to be bound by and to perform all of the obligations, duties, covenants and conditions of Assignor with regard to said Marina, License and/or Agreements prior thereto. Assignee covenants and agrees to indemnify, save and hold harmless Assignor from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by the users under the Agreements arising out of or relating to Assignee's failure to perform any of the obligations of the owner under operation of the Marina or the Agreement after the date hereof.
3. Assignor hereby covenants and agrees to indemnify, save and hold Assignee harmless from and against any and all loss, liability or damages incurred by Assignee as a result of claims brought against Assignee, as Assignor's successor in interest to the Agreements, relating to causes of action occurring prior to the date hereof arising from a breach of the Agreements and the obligations of the owner thereunder.
4. This Agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

997-01-2469

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ASSIGNOR:

Gary Richardson, Trustee  
GARY RICHARDSON, TRUSTEE

ASSIGNEE:

LAKEWOOD ON LAKE CONROE  
PROPERTY OWNERS  
ASSOCIATION, INC.

By Deborah M. Kieseewetter  
Name Deborah M. Kieseewetter  
Title Secretary

STATE OF TEXAS §  
  §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 1994,  
by GARY RICHARDSON, TRUSTEE, in the capacity therein stated.

Joel M. Ellison  
Notary Public, State of Texas

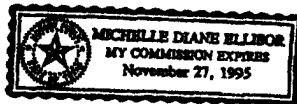


STATE OF TEXAS )  
  )  
COUNTY OF MONTGOMERY )

This instrument was acknowledged before me on the 15 day of JULY, 1994  
by DEBORAH M. KIESEWETTER of LAKEWOOD  
ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC.,  
a Texas corporation, on behalf of said corporation.

Michelle D. Ellison  
Notary Public, State of Texas

Return to:  
Gary Richardson  
P.O. Box 525  
Willis, Tx 77378



FILED FOR RECORD  
94 AUG 10 PM 12:54  
Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in File  
Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the official Public Records of Real Property of  
Montgomery County, Texas.

AUG 10 1994

  
Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

2009 SEP 14 PM 3: 13

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

SEP 14 2009



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas