

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

Telfair Community Association, Inc.  
File Number: 800656862

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: 05/17/2006

Effective: 05/17/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas  
MAY 17 2006

CERTIFICATE OF FORMATION  
OF  
TELFAIR COMMUNITY ASSOCIATION, INC. Corporations Section

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Nonprofit Corporation Law, do hereby adopt the following Certificate of Formation for such corporation.

**Article 1. Name.** The name of the corporation is Telfair Community Association, Inc. (the "Community Association").

**Article 2. Principal Office.** The initial principal office of the Community Association is located at 10235 W. Little York, Suite 300, Houston, Texas 77040.

**Article 3. Duration.** The Community Association shall have perpetual duration.

**Article 4. Applicable Statute.** The corporation is organized pursuant to the provisions of the Texas Nonprofit Corporation Law, as set forth in Chapters 20 and 22, and the provisions of Title 1 applicable to nonprofit corporations, of the Texas Business Organizations Code, as it may be amended (the "Act").

**Article 5. Defined Terms.** Capitalized terms used in this Certificate of Formation and not otherwise defined in this Certificate shall have the meanings set forth in the Community Charter for Telfair, recorded or to be recorded by NNP Telfair, L.P., a Texas limited partnership ("Founder"), in the Office of the County Clerk of Fort Bend County, Texas, as it may be amended ("Community Charter").

**Article 6. Purposes and Powers.** The Community Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Community Association is formed are:

(i) to be and constitute the Community Association to which reference is made in the Community Charter, to perform all obligations and duties of the Community Association, and to exercise all rights and powers of the Community Association, as specified therein, in the By-Laws of the Community Association ("By-Laws") and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of that real property that is subject to the terms of the Community Charter (the "Community").

(b) In furtherance of its purposes, the Community Association shall have the following powers, which, unless indicated otherwise by the Community Charter or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate of Formation, the By-Laws, or the Community Charter, including, without limitation, the following:

(1) to fix and to collect assessments and other charges to be levied pursuant to the Community Charter;

(2) to manage, control, operate, maintain, repair, and improve property subject to the Community Charter or any other property as to which the Community Association has a right or duty to provide such services pursuant to the Community Charter, By-Laws, or any covenant, easement, contract, or other legal instrument;

(3) to enforce covenants, conditions, or restrictions affecting any property to the extent the Community Association may be authorized to do so under the Community Charter, By-Laws, or other recorded covenant;

(4) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Community Charter;

(5) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Community Association;

(6) to borrow money for any purpose;

(7) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Community Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(8) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals;

(9) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Community Association;

provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Community Charter; and

(10) to provide any and all services to the Community and adjacent Community as the Board of Directors may determine to be necessary or desirable to supplement the services provided by local government.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 6 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 6. None of the objects or purposes set out above shall be construed to authorize the Community Association to do any act in violation of the Act, and all such objects or purposes are subject to the Act.

**Article 7. Membership.** The Community Association shall be a membership corporation without certificates or shares of stock. The Founder, for such period as is specified in the Community Charter, and each Person who is the Owner of a Unit within the Community, shall be a member of the Community Association and shall be entitled to such voting rights and membership privileges as are set forth in the Community Charter and the By-Laws.

**Article 8. Board of Directors.** The business and affairs of the Community Association shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Directors shall consist of not less than three nor more than seven directors, as determined in accordance with the By-Laws. The initial Board of Directors shall consist of three directors. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

E. Travis Stone, Jr.	10235 W. Little York, Suite 300, Houston, Texas 77040	USA
M. Keith Behrens	10235 W. Little York, Suite 300, Houston, Texas 77040	USA
Cynthia Ann Keefe	10235 W. Little York, Suite 300, Houston, Texas 77040	USA

The number, the method of selection, removal, and filling of vacancies on the Board of Directors, and the term of office of members of the Board of Directors, shall be as set forth in the By-Laws.

**Article 9. Indemnification of Directors.** The Community Association shall indemnify its officers, directors and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or

alleged liability of any director of the Community Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**Article 10. Dissolution.** The Community Association may be dissolved only upon a resolution duly adopted by its Board of Directors and approved by the affirmative vote of Voting Delegates representing not less than two-thirds (2/3) of the Units subject to the Community Charter. In addition, so long as the Founder owns any property subject to the Community Charter or which the Founder may unilaterally make subject to the Community Charter pursuant to the Community Charter, the written consent of the Founder shall be required. The Community Association is authorized, upon its winding up, to distribute its assets in a manner other than as provided by Section 22.304 of the Texas Business Organizations Code, in accordance with a plan of distribution adopted pursuant to Chapter 22 of the Texas Business Organizations Code, which plan may but shall not require distribution of the remaining property of the Association for tax-exempt purposes to an organization exempt under Section 501(c)(3), Internal Revenue Code, or described by Section 170(c)(1) or (2), Internal Revenue Code.

**Article 11. Merger and Consolidation.** The Community Association may merge or consolidate only upon a resolution duly adopted by its Board of Directors and the affirmative vote of Voting Delegates representing not less than two-thirds (2/3) of the Units subject to the Community Charter. In addition, so long as the Founder owns any property subject to the Community Charter or which it may unilaterally make subject to the Community Charter, the written consent of the Founder shall be required.

**Article 12. Amendments.** This Certificate of Formation may be amended only upon a resolution duly adopted by the Board of Directors and approved by the affirmative vote of Voting Delegates representing at least two-thirds (2/3) of the total eligible votes of the membership; provided, the Voting Delegates shall not be entitled to vote on any amendment to this Certificate of Formation adopted for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity or institutional lender authorized to fund, insure or guarantee mortgages on individual Units, which amendments may be adopted by the Board of Directors. In addition, so long as the Founder owns any property subject to the Community Charter or which it may unilaterally make subject to the Community Charter, the consent of the Founder shall be required for any amendment.

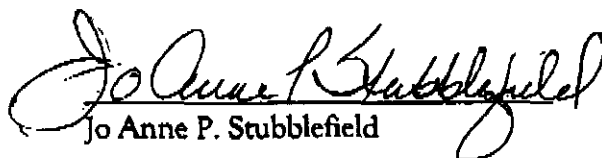
**Article 13. Registered Agent and Office.** The initial registered office of the Corporation is at 10235 W. Little York, Suite 300, Houston, Texas 77040, and the initial registered agent at such address is E. Travis Stone, Jr.

**Article 14. Effective Date.** This Certificate of Formation shall become effective when filed by the Secretary of State for the State of Texas.

**Article 15. Incorporator.** The name and address of the incorporator are as follows:

Jo Anne P. Stubblefield  
Hyatt & Stubblefield, P.C.  
225 Peachtree Street, N.E., Suite 1200  
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Formation subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

  
Jo Anne P. Stubblefield

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