Serenity Pines

CERTIFICATION
SERENITY PINES RESIDENTIAL ASSOCIATION, INC.

Certificate of Formation

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation (the "***Association***");

That the attached document is a document that applies to the operation and utilization of residential property within Serenity Pines, a development in Liberty County, Texas;

That the property affected by the attached document is the property restricted by that certain Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property), recorded under Clerk's File No. 2026022712 in the Official Public Records of Liberty County, Texas, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association; and

That the document which affects the use and operation of the above-referenced property is attached as **Exhibit A**.

SIGNED this the 19th day of August, 2026.

Serenity Pines Residential Association, Inc.,
a Texas nonprofit corporation

By: _____
Print Name: Kevin Campbell
Title: President

STATE OF TEXAS §
§
COUNTY OF Liberty §

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Campbell the President of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office this the 19th day of August, 2026.

IRMA LEAL
My Notary ID # 128665755
Expires July 5, 2027

_____
Notary Public – State of Texas

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EXHIBIT A

(Certificate of Formation follows)

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Serenity Pines

CERTIFICATE OF FORMATION
SERENITY PINES RESIDENTIAL ASSOCIATION, INC.

The undersigned, acting as organizer of a corporation under the Texas Business Organizations Code, adopts the following Certificate of Formation (the "***Certificate of Formation***") for such corporation:

ARTICLE I. NAME

The name of the corporation is Serenity Pines Residential Association, Inc., a Texas nonprofit corporation (the "***Association***".").

ARTICLE II. NONPROFIT CORPORATION

The Association is a Texas nonprofit corporation and has all the powers and duties specified in and allowable under the Texas Business Organizations Code. No part of the assets or net earnings of the Association will inure to the benefit of, or will be distributable to its Members, directors, trustees, officers, or other private persons, except that the Association is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the Association may entail the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association may not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Formation, the Association may not carry on any other activities not permitted to be carried on by an association exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or a corresponding section of any future federal tax code.

ARTICLE III. DURATION

The period of the Association's duration is perpetual.

ARTICLE IV. PURPOSES

The purposes for which the Association is formed are:

(a) The enforcement and administration of the provisions of the Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property) (the "***Declaration***"), which has been or will be recorded in the Official Public Records of

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Liberty County, Texas, and which restricts the Serenity Pines residential development located in Liberty County, Texas and any other property which is subsequently annexed thereto and made subject to the authority of the Association (the "***Property***"). In order to carry out such general purposes, the Association has the general power to:

(1) Fix Assessments (or charges) to be levied against Lots, and establish services, without the obligation to so provide, for the benefit of the Members;

(2) Insofar as permitted by law, this Certificate of Formation, the Bylaws, the Declaration, or any other Dedicatory Instrument, to do any other thing of a similar nature that will promote the common benefit and enjoyment of the Owners.

(b) Without limiting the foregoing general statement of purposes and powers, the Association has the power to:

(1) Cause to be kept a complete record of all its receipts and disbursements and maintain a statement thereof and a summary of all major activities on an annual basis;

(2) Monitor all agents and employees of the Association and see that their duties are properly performed;

(3) Fix, levy, and collect the amount of Assessments and other charges to be levied against each Lot;

(4) 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 Association, which includes the power to foreclose its lien on any property subject to the Declaration by judicial or non-judicial means;

(5) Procure and maintain liability insurance for the Board of Directors, its agents and employees, and insurance as deemed appropriate by the Board of Directors for Association assets or for any other proper purpose;

(6) Exercise all powers reasonably necessary to effectuate the purposes of the Association;

(7) Manage, control, operate, maintain, preserve, repair, and improve the Common Areas and any property subsequently acquired by the Association or any other property owned by another for which the Association, by rule, regulation, Declaration, or contract, has a right or duty to provide such services;

(8) Borrow money for any purpose subject to such limitations as may be contained in the Dedicatory Instruments;

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(9) Enter into, make, perform, and enforce contracts of every kind and description, and do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, including, but not limited to, enforcement of the architectural control provisions contained in the Declaration;

(10) Provide or contract for services benefiting the Property or the Owners including, without limitation or obligation, garbage removal and any supplemental municipal services as may be necessary or desirable;

(11) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the Property;

(12) Spend money for the improvement or maintenance of property in the vicinity of the Property subject to the Declaration, or adjacent to or adjoining such property;

(13) Suspend the rights of any Owner or Occupant to use the Common Areas;

(14) Promulgate reasonable rules and regulations, adopt Board policies, and implement fines for violations of the Dedicatory Instruments;

(15) Enforce all covenants, conditions, restrictions, and agreements applicable to the Property;

(16) Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association;

(17) Commence or defend any litigation in the Association's name with respect to the Association or any Association property; and

(18) Control the appearance of the Property.

The foregoing enumeration of powers will, except where otherwise expressed, be in no way limited by any reference to or inference from the terms or provisions of any other clause in this Certificate of Formation but will be regarded as independent powers.

The Association may not engage in any activities or exercise any powers that are not in furtherance of the purposes of the Association as set forth above in Paragraphs (a) and (b) of this Article IV. The Association is organized pursuant to the Texas Business Organizations Code, does not contemplate pecuniary gain or profit to its Members, is organized for nonprofit purposes, and nothing contained in the foregoing statement of purposes will be construed to authorize the Association to carry on any activity for the profit of its Members or to distribute any gains, profits, or dividends to its Members as such.

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ARTICLE V. MEMBERSHIP

The Association is a membership corporation without certificates or shares of stock. Except as provided in the Declaration, every person or entity, other than the Association, who is a record owner of any property subject to the Declaration is a Member of the Association. The Members are divided into classes and entitled to vote in accordance with the provisions contained in the Bylaws and the Declaration.

ARTICLE VI. INITIAL MAILING ADDRESS

The initial mailing address of the Association is 5701 W. Expressway 83, Harlingen, Texas 78552.

ARTICLE VII. REGISTERED AGENT AND OFFICE

The mailing address of the initial registered office of the Association is 5701 W. Expressway 83, Harlingen, Texas 78552, and the name of its initial registered agent at such address is Patricia Baugh.

ARTICLE VIII. BOARD OF DIRECTORS

The business of the Association is conducted, managed, and controlled by a Board of Directors (the "***Board***"). The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial Board of Directors consists of the following members appointed by Pine Quest, Ltd., a Texas limited partnership, or its successors or assigns (the "***Class B Member***" or "***Declarant***"), and such members serve pursuant to the provisions set forth in the Bylaws and the Declaration:

	Name	Address
(1)	Kevin Campbell	5701 W. Expressway 83 Harlingen, Texas 78552
(2)	Randy Ellis	445 CR 2301 Cleveland, Texas 77327
(3)	Sandra Martins	13504 Wild Lilac Ct. Pearland, Texas 77584

The number of directors may be adjusted by the written consent of a majority of the directors, as more fully set forth in the Bylaws.

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ARTICLE IX. AMENDMENT

During the Development Period, this Certificate of Formation may be amended by (i) the vote of a majority of the Board; or (ii) at least 2/3 of the votes that Members present in person or by proxy are entitled to cast at a meeting of the Members at which the action is submitted for a vote; provided, however, the joinder of Declarant will also be required. After the termination of the Development Period, this Certificate of Formation may be amended by at least 2/3 of the votes that Members present in person or by proxy are entitled to cast at a meeting of the Members at which the action is submitted for a vote.

ARTICLE X. LIMITATION OF LIABILITY

To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director of the Association will not be liable to the Association for monetary damages for an act or omission in the director's capacity as a director. Any amendment of this Certificate of Formation may not adversely offset any limitation on the personal liability of a director of the Association existing at the time of such repeal or amendment.

(a) Subject to the exceptions and limitations contained in Article X (b) hereof:

(1) Every person who is or has been a director, officer, or managing agent of the Association will be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof), or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a director or officer and against amounts paid or incurred by him in the settlement thereof; and

(2) The words "claim," "action," "suit," or "proceeding" apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made, or commenced subsequent to the adoption of this Certificate of Formation; and the words "liability" and "expenses" include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification will be provided hereunder to a director, officer, or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct, or reckless disregard of the duties involved in the conduct of his office; or

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(2) With respect to any matter as to which he has been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association.

(c) The rights of indemnification provided in this Certificate of Formation may be insured against by policies maintained by the Association, will be severable, will not affect any other rights to which any director or officer now or hereafter may be entitled, will continue as to a person who has ceased to be a director or officer, and will inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in this Article may not be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director or officer, unless covered by the Association's insurance issued by a company authorized to conduct such business in the State of Texas.

ARTICLE XI. SECURITY

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS, AND ITS ATTORNEYS ("***ASSOCIATION AND RELATED PARTIES***") MAY NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION NOR THE RELATED PARTIES WILL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. LOT OWNER AND ALL OCCUPANTS OF THE LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, GUARD HOUSES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, GUARD HOUSES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

OWNERS AND OCCUPANTS, AS APPLICABLE, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH LOT OWNER AND OCCUPANT ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY LOT OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING

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ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, GUARD HOUSES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE XII. DISSOLUTION, WINDING UP, TERMINATION

The Association may be wound-up, dissolved, or terminated pursuant to the Bylaws and to the terms of the Texas Business Organizations Code or its successor statute. If the Association is wound-up, dissolved, or terminated, the assets of the Association may be distributed (i) to a nonprofit corporation that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code and that has been organized for a purpose similar to that for which the Association was organized, or (ii) as otherwise provided by law.

ARTICLE XIII. ORGANIZER

The name and street address of the organizer is:

Name	Address
Lisa L. Gambrell	2800 Post Oak Blvd., 57th Floor Houston, Texas 77056

ARTICLE XIV. APPOINTMENT AND REMOVAL OF DIRECTORS; VACANCIES

A director appointed by Declarant may only be removed by Declarant, and a director elected by the Class A Members may only be removed by the vote of Members holding a majority of the total Class A votes. Notwithstanding the preceding sentence, in the event a director (who is a Member of the Association) has caused a Deed Restriction Violation at any point in time during his term, he may be removed as a director by the unanimous vote of the remaining directors. In addition, in the event a director fails to comply with any federal or state mandated requirements for directors, including, but not limited to, the requirements set forth in the federal Corporate Transparency Act, if applicable, the director will be automatically considered removed from the Board with no further action necessary on the part of the Board or the Association, subject to the notice requirements set forth in the Bylaws.

A vacancy of a director position appointed by Declarant will be filled by Declarant appointment. A vacancy of a director position elected by the Class A Members prior to the expiration of the director's term will be filled by the affirmative vote of the majority of the remaining directors, regardless of whether that majority is less than a quorum. A director so appointed or elected to fill a vacancy is appointed or elected for the unexpired term of the director's predecessor in office.

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The judgment of the directors, whether the directors are the initial directors or substitute directors, in the expenditure of the funds of the Association will be final and conclusive, so long as such judgment is exercised in good faith.

The provisions in this section regarding the appointment and removal of directors and the filling of vacancies are in addition to any other provisions regarding the appointment and removal of directors and the filling of vacancies set forth in the Dedicatory Instruments.

ARTICLE XV. BYLAWS

The Bylaws of the Association will be adopted by the Board and may thereafter be amended or altered by a majority vote of the Board.

ARTICLE XVI. INTERPRETATION

The capitalized terms used in this Certificate of Formation are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Certificate of Formation, which definitions and interpretation provision are incorporated in this Certificate of Formation by this reference. The singular wherever used in this Certificate of Formation must be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions of this Certificate of Formation applicable either to corporations (or other entities) or individuals, male or female, must in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Texas, I, the undersigned, constituting the organizer of the Association, have executed this Certificate of Formation on this the 10th day of August, 2026.

ORGANIZER:

By: Lisa L. Gambrell
Lisa L. Gambrell, Organizer

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THE STATE OF TEXAS
COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2026025958 CERT
08/25/2026 10:29:08 AM Total Fees: $61.00

Lee Haidusek Chambers,County Clerk
Liberty County, Texas