



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

Terra del Sol Homeowners Association, Inc.
Filing Number: 800253707

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation 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: 10/02/2003

Effective: 10/02/2003



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

ARTICLES OF INCORPORATION
OF
TERRA DEL SOL HOMEOWNERS ASSOCIATION, INC.

OCT 02 2003

Corporations Section

I, the undersigned, natural person, of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation (these "Articles") for such corporation:

ARTICLE I

The name of the corporation is Terra del Sol Homeowners Association, Inc. (hereafter referred to as the "Association").

ARTICLE II

The Association is a non-profit corporation, and shall have all the powers and duties specified in and allowable under the Texas Non-Profit Corporation Act. No part of the assets or net earnings of this Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be 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. Notwithstanding any other provision of these Articles, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or corresponding section of any future federal tax code.

ARTICLE III

The period of this Association's duration is perpetual.

ARTICLE IV

The purposes for which this Association is formed are:

(a) To promote the health, safety and welfare of the residents of Terra del Sol, a subdivision of land in Harris County, Texas, as described in the Declaration (hereinafter defined) and such other property as may be annexed into the jurisdiction of the Association, and to be and constitute the non-profit corporation to which reference is made in that certain Declaration of Covenants, Conditions and Restrictions for Terra del Sol, and has been or will hereafter be recorded in the real property records of Harris County, Texas (the "Declaration"). In order to carry out such general purposes, the Association shall have the general power to:

(1) Fix assessments (or charges) to be levied against the Lots within its jurisdiction and establish services to be provided for the benefit of its Members.

(2) Enforce any and all covenants, conditions, restrictions and agreements applicable to the Lots within its jurisdiction; and

(3) Insofar as permitted by law and the Declaration, to do any other thing of a similar nature that will promote the common benefit and enjoyment of the Owners of the property within its jurisdiction.

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

(1) Cause to be kept a complete record of all its receipts and disbursements and to present a statement thereof and a summary of the major activities of the preceding accounting period to its members on an annual basis;

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

(3) Fix, levy and collect the assessments and other charges to be levied against each Lot within its jurisdiction;

(4) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment;

(5) 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 shall include the power to foreclose its lien on any property subject to the Declaration and any other declarations enforceable by the Association by judicial or nonjudicial means;

(6) Procure and maintain liability insurance for its Board of Directors, its officers, agents and employees;

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

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

(9) Borrow money for any purpose subject to such limitations as may be contained in the Declaration or the Association's Bylaws;

(10) Enter into, make, perform and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association;

(11) Provide or contract for services benefiting the property within its jurisdiction including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable;

(12) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the property within its jurisdiction; and

(13) Spend money for the improvement or maintenance of property in the vicinity of the property within its jurisdiction, or adjacent to or adjoining such property.

The forgoing enumeration of powers shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent powers.

This Association shall not engage in any activities or exercise any powers that are not in furtherance of the purposes set forth above in Paragraphs (a) and (b) of this Article IV. This Association is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the Members thereof and is organized for non-profit purposes and nothing contained in the foregoing statement of purposes shall be construed to authorize this 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.

ARTICLE V

This Association shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot subject to the Declaration or to a declaration of covenants, conditions and restrictions hereafter imposed on property brought within the jurisdiction of the Association, are Members of the Association. The Members shall be divided into classes and entitled to vote in accordance with the provisions contained in the Association's Bylaws and the Declaration.

ARTICLE VI

The mailing address of the initial registered office of this Association is 10001 Westheimer Road, Suite 2888, Houston, Texas 77042 and the name of its initial registered agent at such address is Richfield Investment Corporation.

ARTICLE VII

The business and affairs of this Association shall be conducted, managed and controlled by a Board of Directors. The Board shall initially consist of three (3) members. The names and addresses of the initial Board of Directors are as follows:

- (1) Ricardo Sabella
10001 Westheimer Road, Suite 2888
Houston, Texas 77042

- (2) Dominic Leung
10001 Westheimer Road, Suite 2888
Houston, Texas 77042
- (3) Katherine Richter
10001 Westheimer Road, Suite 2888
Houston, Texas 77042

All of the members of the Board of Directors shall be appointed by the Declarant during the Class "B" Control Period. At the first annual meeting of the Members held after the termination of the Class "B" Control Period, the Members shall elect new Directors to the Board. The method of election of members of the Board after the Class "B" Control Period, removal and filing of vacancies, and the term of office of directors shall be as set forth in the Bylaws. The number of directors of the Association may be increased or decreased at any time by amendment of the Bylaws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

ARTICLE VIII

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 greater limitation on liability than permitted prior to such amendment), a past or present director or this Association shall not be liable to this Association for monetary damages for an act or omission in the director's capacity as a director. The Members will indemnify and hold harmless past or present directors and officers (collectively, the "Indemnified Persons"), and will reimburse the Indemnified Persons, for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses and court costs) or diminution of value, whether or not involving a third-party claim, arising from or in connection with the conduct of the Indemnified Persons in their official capacity as directors and officers of the Association. Any amendment of these Articles shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of this Association existing at the time of such repeal or amendment.

ARTICLE IX

This Association may be dissolved only (a) upon the affirmative vote of seventy-five percent (75%) of the entire membership if the Class "B" Control Period is not in effect or (b) by the Declarant if the Class "B" Control Period is in effect. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

Amendment of these Articles shall (a) require the consent of seventy-five percent (75%) of the entire membership if the Class "B" Control Period is not in effect or (b) be at the discretion of the Declarant if the Class "B" Control Period is in effect.

ARTICLE XI

The names and street address of each incorporator is:

Name:

Address:

Dominic Leung

10001 Westheimer Road, Suite 2888
Houston, Texas 77042

ARTICLE XII

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

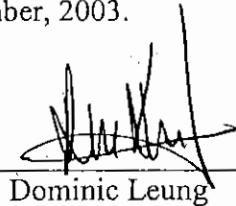
ARTICLE XIII

The Bylaws of this Association shall be adopted by the Board of Directors and may thereafter be amended or altered by a majority vote of the Board of Directors of this Association; provided, however, any amendment of the Bylaws during the Class "B" Control Period must be approved by the Declarant.

ARTICLE XIV

All capitalized terms used in these Articles shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this Association, have executed these Articles this 26th day of September, 2003.



Dominic Leung