

DEC 03 2002

**ARTICLES OF INCORPORATION
OF
TOWNHOMES AT GREENTRAILS HOMEOWNERS ASSOCIATION, INC.**

Corporations Section

ARTICLE ONE

The name of the Corporation is Townhomes at Greentrails Homeowners Association, Inc.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration is perpetual.

ARTICLE FOUR

The Corporation shall have all the powers given by Article 2.02 of the Texas Non-Profit Corporation Act and any subsequent amendment thereto; provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution and statutes of the United States or the State of Texas.

ARTICLE FIVE

The street address of the registered office is 9575 Katy Freeway, Suite 130, Houston, Texas 77024 and the name of its registered agent at such address is Association Management, Inc.

ARTICLE SIX

The number of members of the board of directors shall be fixed by, or in the manner provided in, the bylaws. The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors are:

Tim McGonagle	16285 Park Ten Place, Suite 300, Houston, Texas 77084
Joe Mandola	16285 Park Ten Place, Suite 300, Houston, Texas 77084
Will Holder	16285 Park Ten Place, Suite 300, Houston, Texas 77084

ARTICLE SEVEN

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission in the capacity of director, except to the extent otherwise expressly provided by a statute of the State of Texas including, without limitation, the Texas Corporation Laws Act or the Texas Non-Profit Corporation Act.

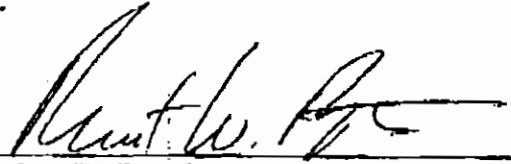
ARTICLE EIGHT

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid or reimbursed by the Corporation for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at anytime thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation, (including its board of directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution or members, if any, or directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to the article shall extend to proceedings involving the negligence of such persons. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such person, whether or not the Corporation would have the power to indemnify him against the liability under this article or by statute. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE NINE

The name and address of the organizer is Robert W. Bramlette, 1000 Louisiana, Suite 3400
Houston, Texas 77002-5007.

Dated this 2nd day of December, 2002.



Robert W. Bramlette