

FILED
In the Office of the
Secretary of State of Texas

DEC 31 1993

ARTICLES OF MERGER

Corporations Section

Pursuant to the provisions of the Texas Non-Profit Corporation Act, Fleetwood Community Improvement Association, Inc. and Fleetwood Homeowners Association, Inc adopt the following Articles of Merger:

1. The Plan of Merger that has been approved by each of the parties to the merger in the manner prescribed by their constituent documents and the Texas Business Corporation Act as set forth in the attached Exhibit "A" and incorporated by reference into these Articles as if fully set forth herein.

2. The name of the surviving corporation is **FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC.**

3. For each of the parties to the Plan of Merger, the number of members of the Association that are entitled to vote on the Plan are as follows:

Name of Corporation: **FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

Entitled Votes: **448**

Name of Corporation: **FLEETWOOD HOMEOWNERS ASSOCIATION, INC.**

Entitled Votes: **448**

4. For each party to the merger, the number of members that voted for and against the Plan of Merger are as follows:

Name of Corporation: **FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

Votes For: **235**

Votes Against: **84**

Name of Corporation: **FLEETWOOD HOMEOWNERS ASSOCIATION, INC.**

Votes For: **233**

Votes Against: **43**

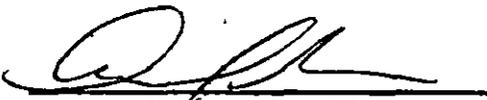
Dated. December 9, 1993

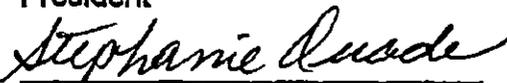
FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: 
Andrew J. Nunmaker, III
President


Stephanie Quade
Secretary

FLEETWOOD HOMEOWNERS ASSOCIATION, INC.

By: 
Andrew J. Nunmaker, III
President


Stephanie Quade
Secretary

**FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.
AND
FLEETWOOD HOMEOWNERS ASSOCIATION, INC.**

PLAN OF MERGER

This Plan of Merger ("Plan") is entered into on November 10, 1993 by and between FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas and FLEETWOOD HOMEOWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas.

Article I - Plan of Merger

1 0 1 A Plan of Merger of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. and FLEETWOOD HOMEOWNERS ASSOCIATION, INC. is adopted as follows:

- A. On the effective date of the merger as set forth in Article 1.02 of the Plan of Merger, FLEETWOOD HOMEOWNERS ASSOCIATION, INC will be merged into FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC to do business and be governed by the laws of the State of Texas.
- B. FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., the surviving corporation, will change its name to FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC.
- C. When this Plan becomes effective, the existence of FLEETWOOD HOMEOWNERS ASSOCIATION, INC., as a distinct entity will cease. At that time, FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC. will succeed to all the rights, title, and interest to all property owned by FLEETWOOD HOMEOWNERS ASSOCIATION, INC. and all responsibilities of FLEETWOOD HOMEOWNERS ASSOCIATION, INC. as set out in all documents on file in the Real Estate Records of Harris County, Texas, without aversion or impairment, and without any further act, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances on the property. FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., to be renamed FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC., also will be subject to all of the debts and obligations of FLEETWOOD HOMEOWNERS ASSOCIATION, INC. as the primary obligor, except as otherwise provided by law or contract, and only FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC will be liable for the debt or obligation

- D. FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC. will carry on business of both corporations with the assets of the parties to the merger as these corporations existed immediately prior to the merger.
 - E. The members of FLEETWOOD HOMEOWNERS ASSOCIATION, INC. will become members of FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC and will be able to vote based upon membership rights in the manner set forth in the Deed Restrictions of Sections One, Two, Three, Five, and Six of FLEETWOOD Subdivision as recorded in the Real Property Records of Harris County, Texas and of the new By-Laws of FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC., attached hereto as Exhibit "A".
- 1.02 The effective date of the merger will be December 31, 1993 or the date when a Certificate of Merger is issued by the Secretary of State of Texas whichever is sooner.

Article II - Representations and Warranties

- 2.01 As a material inducement to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. to execute this Plan and perform its obligations under this Plan, FLEETWOOD HOMEOWNERS ASSOCIATION, INC. represents and warrants to FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC as follows:
- A FLEETWOOD HOMEOWNERS ASSOCIATION, INC. is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted.
 - B. FLEETWOOD HOMEOWNERS ASSOCIATION, INC. is a Texas non-profit corporation and its non-profit standing has not been challenged by any governmental authorities
 - C. To its knowledge, no actions, suits, or other legal proceedings are pending or threatened against FLEETWOOD HOMEOWNERS ASSOCIATION, INC before any Federal, State, or Municipal Court, Department, Board, Bureau, or Agency.
- 2.02 As a material inducement to FLEETWOOD HOMEOWNERS ASSOCIATION, INC. to execute this Plan and perform its obligations under this Plan, FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC represents and warrants to FLEETWOOD

HOMEOWNERS ASSOCIATION, INC. as follows:

- A. FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted.
- B. FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. is a Texas non-profit corporation and its non-profit standing has not been challenged by any governmental authorities.
- C. To its knowledge, no actions, suits, or other legal proceedings are pending or threatened against FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. before any Federal, State, or Municipal Court, Department, Board, Bureau, or Agency.

Article III - Terms, Conditions, and Procedures Prior to Effective Date

- 3 01 This Plan will be submitted for approval, separately to the members of the merging parties, in a manner provided by the laws of the State of Texas and the By-Laws of each of the corporations
- 3 02 That FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. will amend its By-Laws to the form attached hereto as Exhibit "A" by a requisite vote of its membership at a meeting specifically called for such purpose.
- 3.03 That the representations and warranties made by both corporations in Article II of this Plan will be deemed to have been repeated on the effective date and will on that date be true and correct in all material respects.
- 3 04 No actions or proceedings by any governmental body or agency must have been threatened or asserted or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan.
- 3.05 All corporate and other proceedings and actions taken in connection with the transactions contemplated and all certificates, opinions, agreements, instruments, and documents must be in satisfactory form and substance to counsel for both corporations
- 3.06 Both corporations must be duly and validly organized and existing in good standing under the laws of the State of Texas, each as a non-profit corporation, with full corporate power to carry on the business in which it is engaged and is legally qualified to do business.

Article IV - Directors and Officers

- 4.01 The present Board of Directors of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. will continue to serve as its Board of Directors until the next annual meeting or until their successors have been elected and qualified.
- 4.02 All persons who on the effective date are executive or administrative Officers of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. will remain as Officers of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC until its Board of Directors determines otherwise. FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.'s Board of Directors may elect or appoint additional Officers or Directors as it deems necessary under its By-Laws.

Article V - Articles of Incorporation and By-Laws

- 5.01 FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.'s Articles of Incorporation, as existing on the effective date, will continue in full force and effect except as to the name of the corporation which will be amended to be FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC
- 5.02 FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.'s By-Laws will have been amended to substitute the By-Laws attached hereto as Exhibit "A" which will continue in full force until altered, amended, or repealed as provided in the By-Laws or as provided by Law.

Article VI - Abandonment

- 6.01 This Plan may be terminated and the merger may be abandoned at any time before the effective date. The Plan shall be abandoned under any of the following conditions:
 - A. The number of members voting for the revision of FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, Inc.'s By-Laws and/ or the number of both corporations' members voting for the merger, is insufficient under their respective current By-Laws so that the merger and/or By-Law Amendment does not pass.
 - B. Any material litigation or proceeding has been instituted or threatened against another party to the merger or any of its assets, that renders the merger inadvisable or undesirable in the opinion of the Board of Directors of either party to the merger.
 - C. Any legislation has been enacted that, in the opinion of the Board of Directors of either party to the merger renders the merger

inadvisable or undesirable.

- D. After the date of execution of this Plan there has been, in the opinion of the Board of Directors of either party to the merger, any materially adverse changes in the business or condition, financial or otherwise, of the other party to the merger.

Article VII - Enforcement Interpretation

7.01 FLEETWOOD HOMEOWNERS ASSOCIATION, INC. agrees, that when requested by the surviving corporation or by its successors or assigns, that it will execute and deliver, or cause to be executed and delivered, all Deeds and other instruments necessary to consummate the transaction that is the subject of this Plan. FLEETWOOD HOMEOWNERS ASSOCIATION, INC. also agrees to take, or cause to be taken, any further actions, assignments, or assurances that are necessary to vest, perfect, or conform title of FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC. to all of the property rights, privileges, powers, and franchises referred to in Article I of this Plan and otherwise necessary to carry out the intent and purposes of this Plan.

7.02 This instrument and any Exhibits attached to and incorporated into this instrument, contains the entire agreement between the parties with respect to the transaction contemplated by this Plan. It may be executed in any number of counterparts, however all counterparts taken together will constitute one original.

7.03 The validity and interpretation and performance of this Plan is controlled by and construed under the laws of the State of Texas.

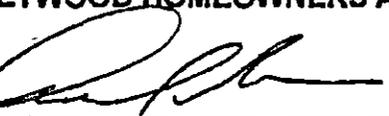
IN WITNESS WHEREOF, the parties hereto have set their hand, as of the date first above written.

FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By 
 Andrew J. Nunmaker, III
 President


 Stephanie Quade
 Secretary

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