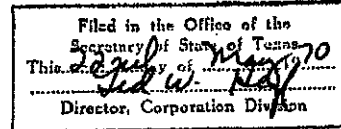


ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO
FAIRMONT PARK HOMES ASSOCIATION, INC.



Pursuant to the provisions of Article 5.04 of the Texas Non-profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such Corporations:

FIRST: The following Agreement and Plan of Merger was approved by each of the undersigned corporations in the manner prescribed by the Texas Non-profit Corporation Act:

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated the 18th day of May, 1970, between Fairmont Park West Homes Association, Inc., and a majority of the directors thereof duly acting as the board of directors thereof, and Fairmont Park Homes Association, Inc., and a majority of the directors thereof duly acting as the board of directors thereof, Witnesseth:

Whereas, Fairmont Park West Homes Association, Inc., is a corporation duly organized and existing under the laws of the State of Texas; and

Whereas, Fairmont Park Homes Association, Inc., is a corporation duly organized and existing under the laws of the State of Texas; and

Whereas, the board of directors of each of said corporations deemed it advisable that Fairmont Park West Homes Association, Inc. merge with and into Fairmont Park Homes Association, Inc., and each of said boards has by resolution duly approved and adopted this agreement and plan of merger and has duly resolved that same be submitted to a vote of the members of each of said corporations in accordance with the provisions of Article 5.03 of the Texas Non-profit Corporation Act;

Now, therefore, in consideration of the premises and of the mutual agreements, provisions, covenants, and grants herein contained, the parties hereto hereby agree that, subject to the conditions hereinafter expressed, Fairmont Park West Homes Association, Inc. shall be merged into Fairmont Park Homes Association, Inc. and that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect shall be as hereinafter set forth.

Article 1. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of Fairmont Park Homes Association, Inc. shall continue unaffected and unimpaired by the merger. The separate existence of Fairmont Park West Homes Association, Inc., except in so far as it may

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continue by statute, shall cease upon the effective date of this merger, and thereupon Fairmont Park Homes Association, Inc. and Fairmont Park West Homes Association, Inc. shall become and be a single corporation, to wit, Fairmont Park Homes Association, Inc., the name of which shall continue to be Fairmont Park Homes Association, Inc. Fairmont Park West Homes Association, Inc. and Fairmont Park Homes Association, Inc. are hereinafter sometimes collectively referred to as the "Constituent Corporations," the single corporation, to wit, Fairmont Park Homes Association, Inc. which shall survive the merger is hereinafter referred to as the "Surviving Corporation;" and the date upon which this merger shall become effective, if at all, shall be upon the completion of the issuance of certificates of merger by the Secretary of State of Texas as envisaged by Article 5.05 of the Texas Non-profit Corporation Act, which date is sometimes referred to as the "effective date of this merger".

Article 2(a). Except as hereinafter provided, the articles of incorporation and certificate of incorporation of Fairmont Park Homes Association, Inc. as in effect on the effective date of this merger shall be and remain the articles of incorporation and certificate of incorporation under which the business of the Surviving Corporation shall be conducted, subject nevertheless to amendment from time to time thereafter in the manner now or hereafter prescribed by law.

(b) Provided, however, that it is expressly recognized, understood and agreed that this merger will effect a change in the number of members of the Fairmont Park Homes Association, Inc. in that upon the effective date of this merger all members of Fairmont Park West Homes Association, Inc. shall become members of the Surviving Corporation without further action.

Article 3. The by-laws of Fairmont Park Homes Association, Inc. as in effect on the effective date of the merger shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in the articles of incorporation of the Surviving Corporation or otherwise as provided by law.

Article 4. The names and places of residence of the directors of the Surviving Corporation who shall hold office until their respective successors shall be elected and qualify are as follows:

B. Farrington	5345 Spring Park	Houston, Texas 77027
Robroy C. Carroll	6239 Sugar Hill	Houston, Texas 77027
Mary Catherine Miller	5646 Bayou Glen	Houston, Texas 77027
Wm. James Miller	5646 Bayou Glen	Houston, Texas 77027
Justin S. Morrill	3451 Locke Lane	Houston, Texas 77027

Article 5. On the effective date of this merger, the Surviving Corporation shall, without other transfer, succeed to and possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of Fairmont Park West Homes Association, Inc. and all and singular the rights, privileges, powers and franchises of Fairmont Park West Homes Association, Inc. and all property, real, personal and mixed, and all debts due to Fairmont Park West Homes Association, Inc. on whatever account, as well as all other things in action or belonging to Fairmont Park West Homes Association, Inc., shall be vested in the Surviving Corporation; and all property, rights, privileges and franchises, and all and every other interest of Fairmont Park West Homes Association, Inc. shall be thereafter as effectually the property of the Surviving Corporation as they were of Fairmont Park West Homes Association, Inc. on the effective date of said merger, and the title to any real estate, vested by deed or otherwise, under the laws of the State of Texas or of any other state or of the United States of America, in Fairmont Park West Homes Association, Inc. shall not revert or be in any way impaired by reason of said merger; provided, however, that all rights of creditors and employees of Fairmont Park West Homes Association, Inc. and all liens upon any property of Fairmont Park West Homes Association shall be preserved unimpaired, but limited in lien to the property affected by such lien at the time of the effective date of this merger; and all debts, liabilities and duties of Fairmont Park West Homes Association, Inc. shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Fairmont Park West Homes Association, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in or confirm of record or otherwise to the Surviving Corporation title to and possession of all said property, rights, privileges, powers and franchises and in all other respects effectively carry out and effectuate the purposes of this agreement.

Article 6. Prior to the effective date of this merger neither of the Constituent Corporations will engage in any activity or transaction other than in the ordinary course of business or in the ordinary activities without first obtaining the approval of the other, nor will either of them increase their membership prior to

merger otherwise than by approval of applications pending on the date of this agreement.

Article 7. Anything herein or elsewhere to the contrary notwithstanding, it is expressly recognized and agreed that the Agreement and Plan of Merger herein contained may be terminated and abandoned before the effective date of such merger;

(a) by the board of directors of either corporation if any material covenant, representation or warranty shall have been breached;

(b) by mutual consent of the board of directors of both Constituent Corporations;

(c) by the board of directors of either of the Constituent Corporations considering it inadvisable to proceed with the merger due to material litigation pending or threatened against either Constituent Corporation.

In the event of termination or abandonment of this agreement and plan of merger as herein provided for, notice shall promptly be given to the other, and thereupon this agreement and plan of merger shall become wholly void and of no effect, and there shall thereafter be no liability on the part of either of the Constituent Corporations or their respective boards of directors or members by reason thereof.

Article 8. All expenses incurred prior to the approval, if any, shall be paid by the Corporation incurring the same, and it is expressly agreed that each corporation will pay and discharge as incurred, all its own counsel fees, postage, proxy solicitation costs, and all other expenses incidental to complying with the provisions of Article 5.03 of the Texas Non-profit Corporation Act and any and all other expenses incidental to submission of this agreement and plan to the respective members of the Constituent Corporations. If the members of the Constituent Corporations approve this agreement, all expenses thereafter incurred in carrying this agreement into effect shall be paid by the Surviving Corporation.

Article 9. To facilitate the filing or recording of this agreement and plan any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

In Testimony Whereof, the Constituent Corporations, pursuant to and in conformity with duly adopted resolutions of their respective boards of directors, have caused this agreement and plan to be signed by their respective Presidents or Vice-Presidents and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, and a majority of the directors of each of the Constituent Corporations have also hereunto set their hands, all of the day and year first above written.

FAIRMONT PARK WEST HOMES ASSOCIATION, INC.

Robroy Carroll
VICE President

ATTEST:

Justin Morrill
Secretary

A MAJORITY OF THE DIRECTORS OF
FAIRMONT PARK WEST HOMES ASSOCIATION, INC.:

Bernice B. Farrington
B. Farrington

Robroy Carroll
Robroy C. Carroll

Mary Catherine Miller
Mary Catherine Miller

Wm. James Miller
Wm. James Miller

Justin Morrill
Justin S. Morrill

APPROVED BY ALL OF THE MEMBERS OF
FAIRMONT PARK WEST HOMES ASSOCIATION, INC.,
ENTITLED TO VOTE THEREON:

Bernice B. Farrington
B. Farrington

Robroy Carroll
Robroy C. Carroll

Justin Morrill
Justin S. Morrill

FAIRMONT PARK HOMES ASSOCIATION, INC.

Robroy Carroll
VICE President

ATTEST:

Justin Morrill
Secretary

A MAJORITY OF THE DIRECTORS OF
FAIRMONT PARK HOMES ASSOCIATION, INC.:

Bernice B. Farrington
B. Farrington

Robroy Carroll
Robroy C. Carroll

Mary Catherine Miller
Mary Catherine Miller

Wm. James Miller
Wm. James Miller

Justin Morrill
Justin S. Morrill

APPROVED BY ALL OF THE MEMBERS OF
FAIRMONT PARK HOMES ASSOCIATION, INC.,
ENTITLED TO VOTE THEREON:

Bernice B. Farrington
B. Farrington

Robroy Carroll
Robroy C. Carroll

Mary Catherine Miller
Mary Catherine Miller

Wm. James Miller
Wm. James Miller

Justin Morrill
Justin S. Morrill

SECOND: As to each of the undersigned corporations, the Agreement and Plan of Merger was adopted in the following manner:

1. The Plan of Merger was adopted by Fairmont Park West Homes Association, Inc., by a consent in writing signed by all members entitled to vote in respect thereof.
2. The Plan of Merger was adopted by Fairmont Park Homes Association, Inc., by a consent in writing signed by all members entitled to vote in respect thereof.

Dated this 18th day of May, 1970.

FAIRMONT PARK WEST HOMES ASSOCIATION, INC.

By Kabron Harrell
Its VICE President
and Justin Morrill
Its Secretary

FAIRMONT PARK HOMES ASSOCIATION, INC.

By Kabron Harrell
Its VICE President
and Justin Morrill
Its Secretary

STATE OF TEXAS
COUNTY OF HARRIS

I, REX V. SHULTZ, a Notary Public, do hereby certify that on this 18th day of May, 1970, personally appeared before me ROBROY C. CARROLL, being duly sworn, declared that he is the VICE President of Fairmont Park Homes Association, Inc., the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Rex V. Shultz REX V. SHULTZ
Notary Public in and for Harris County, Texas
My commission expires: 6/1/71

STATE OF TEXAS
COUNTY OF HARRIS

I, REX V. SHULTZ, a Notary Public, do hereby certify that on this 18th day of May, 1970, personally appeared before me JUSTIN S. MORRILL, being duly sworn, declared that he is the Secretary of

Fairmont Park Homes Association, Inc., the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Rex V. Shultz REX V. SHULTZ
Notary Public in and for Harris County, Texas
My commission expires: 6/1/71

STATE OF TEXAS |
COUNTY OF HARRIS |

I, REX V. SHULTZ, a Notary Public, do hereby certify that on this 18th day of May, 1970, personally appeared before me ROBROY C. CARROLL being duly sworn, declared that he is VICE-President of Fairmont Park West Homes Association, Inc., the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Rex V. Shultz REX V. SHULTZ
Notary Public in and for Harris County, Texas
My commission expires: 6/1/71

STATE OF TEXAS |
COUNTY OF HARRIS |

I, REX V. SHULTZ, a Notary Public, do hereby certify that on this 18th day of May, 1970, personally appeared before me JUSTIN S. MORRILL, being duly sworn, declared that he is _____ Secretary of Fairmont Park West Homes Association, Inc., the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Rex V. Shultz REX V. SHULTZ
Notary Public in and for Harris County, Texas
My Commission expires: 6/1/71