

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF MERGER
OF
WESTFIELD PINES COMMUNITY IMPROVEMENT ASSOCIATION
INTO
WESTFIELD VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION

JUL 30 1993

Corporations Section

Pursuant to the provisions of Article 1396-5.04 of the Texas Non-Profit Corporation Act, Westfield Pines Community Improvement Association ("Westfield Pines") and Westfield Village Community Improvement Association ("Westfield Village") have adopted the following Articles of Merger for the purpose of merging Westfield Pines with and into Westfield Village:

1. The Agreement and Plan of Merger is attached hereto and incorporated by reference into these Articles as Exhibit A (the "Plan").

2. The Plan was adopted at the respective meetings of the members of Westfield Pines and Westfield Village held on March 30, 1992, at which a quorum was present. The Plan received at least two thirds of the votes which members of Westfield Pines and Westfield Village who were present or represented by proxy at the meeting were entitled to cast.

IN WITNESS WHEREOF, the corporate parties have caused these Articles of Merger to be executed in their respective corporate names by their Present, all as of this 2 day of November, 1992.

WESTFIELD VILLAGE COMMUNITY
IMPROVEMENT ASSOCIATION

By: [Signature]
Name: HARRY C. ELLIOTT III
Title: PRESIDENT

WESTFIELD PINES COMMUNITY
IMPROVEMENT ASSOCIATION

By: [Signature]
Name: HARRY C. ELLIOTT III
Title: PRESIDENT

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated Nov. 12, 1992, pursuant to Article 1396-5.01 of the Texas Non-Profit Corporation Act, by and between Westfield Village Community Improvement Association, a Texas non-profit corporation ("Westfield Village"), and Westfield Pines Community Improvement Association, a Texas non-profit corporation ("Westfield Pines"), such corporations being hereinafter collectively referred to as the "Constituent Associations,"

W I T N E S S E T H:

WHEREAS, Westfield Village is a non-profit corporation duly organized and existing under the laws of the State of Texas; and

WHEREAS, Westfield Pines is a non-profit corporation duly organized and existing under the laws of the State of Texas; and

WHEREAS, the respective Boards of Directors of Westfield Village and Westfield Pines deem it advisable and in the best interests of said corporations that Westfield Pines be merged with and into Westfield Village with Westfield Village as the Surviving Corporation as authorized by the laws of the State of Texas under and pursuant to the terms and conditions hereinafter set forth, and each such Board has fully approved this Agreement and Plan of Merger (this "Plan");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the members of each Constituent Association, and subject to the conditions hereinafter set forth, as follows:

ARTICLE I

Merger

Section 1.1. Surviving Corporation. Subject to the adoption and approval of this Plan by the requisite vote of the members of each of the Constituent Associations and to the other conditions hereinafter set forth, Westfield Village and Westfield Pines shall be, upon the effective date of the merger, as defined in Section 1.3 hereof, merged into a single, surviving corporation, which shall be Westfield Village, one of the Constituent Associations, which shall continue its corporate existence and remain a Texas non-profit corporation governed by and subject to the laws of the State of Texas.

Section 1.2. Member Approval. This Plan shall be submitted for adoption and approval by the members of each of the Constituent Associations in accordance with the applicable laws of the State of Texas at a Special Meeting called and held for such purpose.

Section 1.3. Effective Date. The merger shall become effective upon the adoption of this Plan and filing of the Articles of Merger executed by each of the Constituent Associations as set forth in Section 10.1 hereof. The date upon which the merger shall become effective is referred to in this Plan as the "Effective Date."

ARTICLE II

Name and Continuing Corporate Existence of Surviving Corporation

Section 2.1. Name and Existence. The corporate name of Westfield Village, the Surviving Corporation whose corporate existence is to survive this merger shall not be changed, and shall continue thereafter as the Surviving Corporation, and its identity, existence, purpose, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of Westfield Pines shall be wholly merged into Westfield Village, the Surviving Corporation, and Westfield Village shall be wholly vested therewith. Accordingly, on the Effective Date, the separate existence of Westfield Pines, except insofar as continued by statute, shall cease.

ARTICLE III

Governing Law and Articles of Incorporation of Surviving Corporation

Section 3.1. Texas Law Governs and Westfield Village's Articles of Incorporation, as amended, Survive. The laws of Texas shall continue to govern the Surviving Corporation. On and after the Effective Date, the Articles of Incorporation of Westfield Village shall be the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

ARTICLE IV

Bylaws of Surviving Corporation

Section 4.1. Westfield Village's Bylaws Survive. On and after the Effective Date, the Bylaws of Westfield Village, as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions of law, the Articles of Incorporation, and the Bylaws of the Surviving Corporation.

ARTICLE V

Directors and Officers of Surviving Corporation

Section 5.1. Directors and Officers of Surviving Corporation. On and after the Effective Date, the Directors and Officers of Westfield Village holding office on the Effective Date shall constitute the Board of Directors and Officers of the Surviving Corporation, who shall hold office until the next Annual

Meeting and until their successors shall have been elected and qualified.

ARTICLE VI

Membership in Surviving Corporation

Section 6.1. Membership as in Westfield Village's Articles of Incorporation. On the Effective Date, each person or entity who is a record owner of a fee or undivided fee interest in any property which would be subject to assessment by Westfield Pines immediately prior to the Effective Date shall automatically become, without further action, a member of Westfield Village. The rights and limitations associated with such membership shall be as set forth in the Articles of Incorporation, as amended, of Westfield Village.

ARTICLE VII

Amendment of Declaration of Covenants, Conditions and Restrictions

Section 7.1. Amendment of Westfield Pines Declaration of Covenants, Conditions and Restrictions. On the Effective Date, the former members of Westfield Pines agree to amend the covenants and restrictions set forth in Declaration of Covenants, Conditions and Restrictions Westfield Pines, Section One, dated February 13, 1984, recorded under Clerk's File Number J419553, Film Code Reference Number 076-92-0687 in the Official Real Property Records of Harris County, Texas (the "Declaration"). The amendment will delete the existing covenants and restrictions set forth in the Declaration and incorporate therein by reference the covenants and

restrictions set forth in the Declaration of Covenants, Conditions and Restrictions, Westfield Village, Section One Except Reserve A and Westfield Park, dated September 9, 1982, recorded under Clerk's File Number H610716, Film Code Reference Number 024-99-0107 in the Official Real Property Records of Harris County, Texas. Furthermore, the former members of Westfield Pines agree to execute the documents necessary to effect such amendment.

ARTICLE VIII

Assets and Liabilities

Section 8.1. Assets and Liabilities of Constituent Associations Become Those of Surviving Corporation. On the Effective Date, all rights, privileges, powers, immunities and franchises of each of the Constituent Associations, both of a public and private nature, and all property, real, personal, and mixed, and all debts due on whatever account as and all and every other interest of or belonging to or due to either of the Constituent Associations, shall be taken by or deemed to be transferred to and shall vest in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every other interest of each of the Constituent Associations shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Associations, and the title to any real or other property and any interest therein, whether vested by deed or otherwise, and either of the Constituent Associations shall not revert or be in any way

impaired by reason of the merger, provided, however, that all rights of creditors and all liens upon any property of each of Constituent Associations shall be preserved unimpaired and all debts, liabilities, restrictions, obligations and duties of the respective Constituent Associations, shall thence forth attach to the Surviving Corporation and may be enforced against and by it to the same extent as if said debts, liabilities, restrictions, obligations and duties had been incurred or contracted by it. All action or proceeding pending by or against either of the Constituent Associations may be prosecuted to judgment as if the merger had not taken place or the Surviving Corporation shall be substituted in place of either of the Constituent Associations.

Section 8.2. Conveyances to Surviving Corporation. The Constituent Associations hereby agree, respectively, that from time to time, as and when requested by the Surviving Corporation, or by successors and assigns, it would execute and deliver or cause to be executed and delivered, all such deeds, conveyances, assignments and other instruments and will take or cause to taken such further or other action as the Surviving Corporation, its successors and assigns, may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all of the property, rights, privileges, powers, immunities, franchises and interests referred to in this Article VII of the Plan and otherwise carry out the intent and purposes of the Plan.

ARTICLE IX

Other Provisions with Respect to Merger

Section 9.1. Filing Documents of Merger. After the approval or adoption of this Plan by the members of each Constituent Association in accordance with the requirements of the laws of the State of Texas, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the State of Texas.

ARTICLE X

Approval and Effective Time of the Merger

Section 10.1. Approval and Effective Time of the Merger.

The merger shall become effective when the following action shall have been taken:

(1) This Plan shall be adopted and approved on behalf of each Constituent Association in accordance with the provisions of the Texas Non-Profit Corporation Act; and

(2) Articles of Merger (with this Plan attached as part thereof) setting forth the information required by, and executed and verified in accordance with the Texas Non-Profit Corporation Act shall be filed in the office of the Secretary of State of the State of Texas.

ARTICLE XI

Miscellaneous

Section 11.1. Successors and Assigns. This Plan shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Section 11.2. Counterparts. For the convenience of the parties and pursuant to the filing of this Plan, any number of counterparts thereof may be executed and each such counterpart shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument and a fully executed counterpart thereof shall be delivered to each party hereto.

Section 11.3. Applicable Law. This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Section 11.4. Termination and Abandonment Before or After Member Votes. The Plan may be terminated and the merger contemplated herein abandoned on or prior to the Effective Date, whether before or after adoption by the members of the Constituent Associations, by the consent of the majority of the directors of either of the Constituent Associations.

IN WITNESS WHEREOF, the corporate parties have caused this Plan to be signed in their respective corporate names by their respective President or Vice President and attested by the respective Secretary or Assistant Secretary, all as of the day and year first above written.

ATTEST:

WESTFIELD VILLAGE COMMUNITY
IMPROVEMENT ASSOCIATION

Dan McG...
Secretary

By: Harvey C. Elliott III
Name: PRESIDENT
Title: HARVEY C. ELLIOTT III

ATTEST:

WESTFIELD PINES COMMUNITY
IMPROVEMENT ASSOCIATION

Dan McG
Secretary

By: [Signature]
Name: Donald C. [unclear]
Title: President