ARTICLES OF MERGER
of
CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION
and
CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

In accordance with the provisions of Article 1396-5.04 of the Texas Non-Profit Corporation Act, CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC. and CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC. adopt the following Articles of Merger:

1. The "Plan of Merger of Champions Centre Estates Owners Association, Inc. with and into Champions MPC Homeowners Association, Inc." (the "Plan") is attached to these Articles of Merger as Exhibit "A" and incorporated herein by reference.

2. The Plan was approved as follows:
   a). Champions Centre Estates Owners Association, Inc. approved the Plan on June 17, 1997 at a duly called meeting of its members at which meeting i) a quorum was present, and ii) the Plan was approved by at least two thirds (2/3rds) of the votes, which members present at such meeting in person or by proxy were entitled to cast.
   b). Champions MPC Homeowners Association, Inc. approved the Plan on June 17, 1997 at a duly called meeting of its members at which meeting i) a quorum was present, and ii) the Plan was approved by at least two thirds (2/3rds) of the votes, which members present at such meeting in person or by proxy were entitled to cast.

EXECUTED on this 10 day of July, 1997.

CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC.

By: ____________________________
    Chayn Mousa, President
EXECUTED on this 10th day of July, 1997

CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

By: Chayn Mousa, President

THE STATE OF TEXAS

COUNTY OF HARRIS

BETORE ME, the undersigned Notary Public, on this the 10th day of July, 1997, personally appeared Chayn Mousa, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this the 10th day of July, 1997.

NOTARY PUBLIC - STATE OF TEXAS

LISA D. PERRY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-18-98

40709
PLAN OF MERGER

of

CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC.

with and into

CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.
PLAN OF MERGER

of

CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC.

with and into

CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC. a Texas non-profit corporation ("CHAMPIONS CENTRE"), and CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation ("CHAMPIONS MPC" or sometimes also referred to as the "Surviving Corporation"), agree as follows:

I

GENERAL PLAN OF MERGER

1.01. A Plan of Merger of CHAMPIONS CENTRE with and into CHAMPIONS MPC, pursuant to the provisions of Articles 1396-5.01 through 1396-5.06 of the Texas Non-Profit Corporation Act ("Plan of Merger"), is adopted as follows:

(a) CHAMPIONS CENTRE shall be merged with and into CHAMPIONS MPC to exist and be governed by the laws of the State of Texas.

(b) The name of the Surviving Corporation shall be CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

(c) On the effective date of the merger, the separate existence of CHAMPIONS CENTRE shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of CHAMPIONS CENTRE and shall be subject to all the debts and liabilities of CHAMPIONS CENTRE in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property subject to the jurisdiction of each corporation shall be preserved unimpaired.

(d) The Surviving Corporation will carry on business with the assets of CHAMPIONS CENTRE as well as with the assets of CHAMPIONS MPC.

(e) On the effective date of the merger, the members of CHAMPIONS CENTRE will, without other transfer, become members of CHAMPIONS MPC and the members of CHAMPIONS MPC will retain their membership as members of the Surviving Corporation.
(f) On the effective date of the merger, the Board of Directors of CHAMPIONS MPC shall be the Board of the Surviving Corporation.

(g) The real property under the jurisdiction of CHAMPIONS CENTRE, is Champions Centre Estates, a Harris County Subdivision according to the map or plat thereof recorded in the Map Records of Harris County, Texas under Film Code Number 353062 ("Champions Centre Estates Subdivision"), which real property is encumbered by all those covenants, conditions, and restrictions contained in those certain instruments entitled: "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHAMPIONS CENTRE ESTATES" and "FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHAMPIONS CENTRE ESTATES", which are respectively filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers N172304 and N207685 (the "Champions Centre Estates Declaration"). The Champions Centre Estates Declaration will continue to encumber the Champions Centre Estates Subdivision after the effective date of the merger.

(h) The real property currently under the jurisdiction of CHAMPIONS MPC is:

1) Champions Centre Estates, Section 2, a Harris County, Texas subdivision according to the map or plat thereof recorded in the Map Records of Harris County, Texas under Film Code Number 379050 save and except Reserve "A";

2) Champions Centre Mirage, a Harris County Texas subdivision according to the map or plat thereof recorded in the Map Records of Harris County, Texas under Film Code Number 380092 save and except Reserves "A", "B", and "C";

3) Pinnacle at Champions Centre, a Harris County, Texas subdivision according to the map or plat thereof recorded in the Map records of Harris County, Texas under Film Code Number 380089 save and except Reserve "A" (the "Champions MPC Subdivisions").

The Champions MPC Subdivisions are encumbered by those covenants, conditions, and restrictions contained within those certain instruments entitled: "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CHAMPIONS CENTRE ESTATES, SECTION 2, CHAMPIONS CENTRE MIRAGE and PINNACLE AT CHAMPIONS CENTRE" and "FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CHAMPIONS
CENTRE ESTATES, SECTION 2, CHAMPIONS CENTRE MIRAGE and PINNACLE AT CHAMPIONS CENTRE", which are respectively filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Numbers S147808 and S268238 (the "Champions MPC Declaration"). The Champions MPC Declaration will continue to encumber the Champions MPC Subdivisions upon the effective date.

(i) The owners of property in the Champions Centre Estates Subdivision may not amend or terminate the Champions Centre Estates Declaration without the written consent of CHAMPIONS MPC, acting by and through its Board of Directors.

(j) Upon the effective date of the merger, the amount of the Annual Maintenance Charge for the year following the effective date of the merger and for every year thereafter and Special Assessments (the "Assessments") paid by owners of property in Champions Centre Estates Subdivision shall be the same amount as the amount paid by owners of property in Champions MPC Subdivision, and notwithstanding anything contained in the Champions MPC Declaration to the contrary the Annual Maintenance Charge shall not be increased more than twenty percent (20%) of the amount of the Annual Maintenance Charge for the preceding calendar year.

(k) Owners of property in both the Champions Centre Subdivision and Champions MPC Subdivisions shall be equally bound by all the resolutions to the Board of Directors of the Surviving Corporation adopted before and after the effective date of merger.

1.02. The term "effective date of the merger," as used in this Plan of Merger, shall be the date when a certificate of merger is issued by the Secretary of State of Texas, approving the merger of CHAMPIONS CENTRE into CHAMPIONS MPC.

II

REPRESENTATIONS

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations hereunder, CHAMPIONS CENTRE represents and warrants to the Surviving Corporation as follows:

(a) CHAMPIONS CENTRE 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 property and carry on its business as it is now being conducted.
CHAMPIONS CENTRE has furnished the Board of Directors of CHAMPIONS MPC with the audited balance sheet of CHAMPIONS CENTRE as of December 31, 1996, and the related audited statement of income for the twelve (12) months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of February 28, 1997, (the "Balance Sheet Date") and the related statement of income for the two (2) month period then ended. Such financial statements: (i) are in accordance with the books and records of CHAMPIONS CENTRE; (ii) fairly present the financial condition of CHAMPIONS CENTRE as of such dates and the results of its operations as of and for the periods therein specified, all prepared in accordance with generally accepted accounting principles applied upon a basis consistent with prior accounting periods; and (iii) disclose in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise and whether due or to become due) of CHAMPIONS CENTRE at the Balance Sheet Date.

All required federal, state, and local tax returns, if any, of CHAMPIONS CENTRE have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid. CHAMPIONS CENTRE has never had any tax deficiency proposed or assessed against it which remains unpaid and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.

CHAMPIONS CENTRE represents that the only contracts to which CHAMPIONS CENTRE is a party are as follows:

| Pool Contractor: | Superior Pools |
| Landscape Contractor: | Top Growth |
| Trash Contractor: | BFI |
| Management: | Chaparral Management Company |
| Pool Phone: | Southwestern Bell |
| Street Lights: | HL&P |

CHAMPIONS CENTRE has not, since the Balance Sheet Date, entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of CHAMPIONS CENTRE. CHAMPIONS CENTRE agrees to immediately inform CHAMPIONS MPC in writing of any obligations it incurs, which have not been disclosed in this Plan of Merger.
(f) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against CHAMPIONS CENTRE which would affect it, its properties, assets or business; and CHAMPIONS CENTRE is not aware of any facts which, to its knowledge, might result in any action, suit, arbitration or other proceeding which in turn might result in any material adverse change in the business or condition (financial or otherwise) of CHAMPIONS CENTRE or its properties or assets. CHAMPIONS CENTRE is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.

(g) All material facts concerning or relating to CHAMPIONS CENTRE have been disclosed.

(h) All owners and residents of the Champions MPC Subdivisions shall be entitled to use any property, real or personal, currently owned and/or operated by CHAMPIONS CENTRE in the same manner and under the same terms as current members of CHAMPIONS CENTRE, their family, guests and tenants.

(i) CHAMPIONS CENTRE owns no real property.

(j) CHAMPIONS CENTRE hereby 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 actions 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 the property, rights, privileges, and powers referred to in Article I hereof, and otherwise to carry out the intent and purposes of this Plan of Merger.

2.02. As a material inducement to CHAMPIONS CENTRE to execute this Plan of Merger and perform its obligations hereunder, CHAMPIONS MPC represents and warrants to CHAMPIONS CENTRE as follows:

(a) CHAMPIONS MPC 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 property and carry on its business as it is now being conducted.

(b) CHAMPIONS MPC has furnished the Board of Directors of CHAMPIONS CENTRE with the audited balance sheet of CHAMPIONS MPC as of December 31, 1996, and the related audited statement of
income for the twelve (12) months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of February 28, 1997, (the "Balance Sheet Date") and the related statement of income for the two (2) month period then ended. Such financial statements: (i) are in accordance with the books and records of CHAMPIONS MPC; (ii) fairly present the financial condition of CHAMPIONS MPC as of such dates and the results of its operations as of and for the periods therein specified, all prepared in accordance with generally accepted accounting principles applied upon a basis consistent with prior accounting periods; and (iii) disclose in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise and whether due or to become due) of CHAMPIONS MPC at the Balance Sheet Date.

(c) All required federal, state, and local tax returns, if any, of CHAMPIONS MPC have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid. CHAMPIONS MPC has never had any tax deficiency proposed or assessed against it which remains unpaid and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.

(d) CHAMPIONS MPC has not, since the Balance Sheet Date, entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of CHAMPIONS MPC.

(e) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against CHAMPIONS MPC which would affect it, its properties, assets or business; and CHAMPIONS MPC is not aware of any facts which, to its knowledge, might result in any action, suit, arbitration or other proceeding which in turn might result in any material adverse change in the business or condition (financial or otherwise) of CHAMPIONS MPC or its properties or assets. CHAMPIONS MPC is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.

(f) All material facts concerning or relating to CHAMPIONS MPC have been disclosed.

(g) From and after the effective date of the merger, all residents and owners of property in Champions Centre Subdivision shall be treated equally and
in the same manner as the current members of CHAMPIONS MPC.

(h) All owners and residents of Champions Centre Subdivision shall be entitled to use the recreational facilities owned and/or operated by CHAMPIONS MPC in the same manner and under the same terms as current members of CHAMPIONS MPC, their family, guests and tenants.

(i) CHAMPIONS MPC, as the Surviving Corporation shall function as the property owners association for both the Champions MPC Subdivisions and Champions Centre Subdivision. CHAMPIONS MPC shall have, possess and exercise all rights, powers and authority reserved to CHAMPIONS CENTRE in the Champions Centre Declaration provided.

Section 2.03. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of CHAMPIONS CENTRE or CHAMPIONS MPC pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Plan of Merger. The covenants, representations, and warranties of the parties shall survive the effective date of the merger, and all inspections, examinations, or audits on behalf of the parties for a period of one (1) year following the effective date of the merger.

III
AGREEMENTS

3.01. As a further inducement to each other to enter into this Plan of Merger, both CHAMPIONS CENTRE and CHAMPIONS MPC agree as follows:

(a) Except as limited by Subparagraph (b) of this Paragraph 3.01, pending consummation of the merger, both CHAMPIONS CENTRE and CHAMPIONS MPC will carry on their business in substantially the same manner as heretofore and will use their best efforts to maintain their business organizations intact, and to maintain their relationships with contractors and others having business relationships with it.

(b) Except with the prior consent in writing of the other corporation neither CHAMPIONS CENTRE nor CHAMPIONS MPC, pending the effective date of the merger shall:

(i) create or issue any indebtedness for borrowed money;

(ii) enter into any transactions, contracts, or agreements other than renewals or replacements of existing contracts under the same or substantially similar terms.
3.02. This Plan of Merger shall be submitted separately to the members of CHAMPIONS CENTRE and CHAMPIONS MPC in the manner provided by the Texas Non-Profit Corporation Act, Bylaws and Articles of Incorporation of each corporation for approval.

3.03. Except as may be expressly waived in writing by CHAMPIONS CENTRE, CHAMPIONS MPC shall satisfy, prior to or on the effective date of the merger, each of the following conditions:

(a) The representations and warranties made by CHAMPIONS MPC to CHAMPIONS CENTRE in Article II hereof and in any documents delivered pursuant hereto shall be deemed to have been made again on the effective date of the merger and shall then be true and correct in all material respects, and CHAMPIONS MPC shall not have discovered any material error, misstatement, or omission therein.

(b) CHAMPIONS MPC shall have performed and complied with all agreements and conditions required by this Plan of Merger to be performed and complied with by it, prior to, or on the effective date of the merger.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan of Merger.

(d) CHAMPIONS MPC shall have delivered to CHAMPIONS CENTRE a certificate dated the effective date of the merger executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (a), (b) and (c) of this Paragraph 3.03.

3.04. Except as may be waived in writing by CHAMPIONS MPC, CHAMPIONS CENTRE shall satisfy, prior to or on the effective date of the merger, each of the following conditions:

(a) The representations and warranties of CHAMPIONS CENTRE to CHAMPIONS MPC in Article II hereof and in any documents delivered pursuant hereto shall be deemed to have been made again on the effective date of the merger and shall then be true and correct, and CHAMPIONS CENTRE shall not have discovered any material error, misstatement, or omission therein.

(b) CHAMPIONS CENTRE shall have performed and complied with all agreements or conditions required by this Plan of Merger to be performed
and complied with by it, prior to, or on the effective date of the merger.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan of Merger.

(d) CHAMPIONS CENTRE shall have delivered to CHAMPIONS MPC a certificate, dated the effective date, executed in its corporate name by the President and Secretary of CHAMPIONS MPC and certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b) and (c) of this Paragraph 3.04.

IV
ARTICLES OF INCORPORATION

4.01. The Articles of Incorporation of CHAMPIONS MPC, existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation, except Articles Four and Six of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows:

ARTICLE FOUR
PURPOSES

The purposes for which the corporation is organized are as follows:

(1) The specific and primary purpose for which this corporation is organized is to promote and develop the common good and social welfare of residents of: Champions Centre Estates; Champions Centre Estates, Section 2; Champions Centre Mirage, and; Pinnacle at Champions Centre, subdivisions located in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas and any other subdivisions in Harris County, Texas brought within the jurisdiction of the corporation (the "Property"). IT SHALL NOT BE ONE OF THE PURPOSES OF THE ASSOCIATION TO PROVIDE SECURITY TO THE RESIDENTS OF THE PROPERTY OR THEIR GUESTS AND INVITEES. NEITHER CHAMPION CENTRE PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ITS SUCCESSORS, ASSIGNS, BENEFICIARIES OR PARTNERS (THE "DECLARANT"), THE ASSOCIATION, ITS BOARD, NOR ITS OFFICERS OR DIRECTORS SHALL EVER IN ANY WAY, BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY NOR SHALL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.
(2) The general powers of the corporation are:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in those certain instruments entitled: "Declaration of Covenants, Conditions and Restrictions Champions Centre Estates"; "First Amendment to the Declaration of Covenants, Conditions and Restrictions of Champions Centre Estates"; "Declaration of Covenants, Conditions and Restrictions Champions Centre Estates, Section 2 Champions Centre Mirage Pinnacle at Champions Centre" and "First Amendment to Declaration of Covenants, Conditions and Restrictions Champions Centre Estates, Section 2 Champions Centre Mirage Pinnacle at Champions Centre" (the "Declaration") respectively filed of record in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. N172304, N207685, S147808 and S268238 as the same may be amended from time to time as therein provided, as well as the restrictive covenants of any other subdivisions brought within the jurisdiction of the corporation;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by
law may now or hereafter have or exercise.

(3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in Paragraph (1) of this Article Four, nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such, except on dissolution and winding up.

This corporation 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.

ARTICLE SIX
VOTING RIGHTS

The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all Owners except Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned in Champions Centre Estates and ten (10) votes for each Lot owned in Champions Centre Estates, Section 2, Champions Centre Mirage and Pinnacle at Champions Centre. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(B) October 1, 2011.

V
BYLAWS

The Bylaws of CHAMPIONS MPC, shall be the By-laws of the Surviving Corporation until altered, amended or repealed as provided therein or by law, except that as of the effective date of the merger, the Board of Directors of Champions MPC shall amend the Bylaws of Champions MPC to make the provisions of the Bylaws consistent with the Articles of
Incorporation of the Surviving Corporation. Specifically, the preamble to the Bylaws will be amended to include Champions Centre Estates Subdivision and Champions Centre Estates Declaration and Article II of the Bylaws will be amended to make it consistent with Article Six of the Articles of Incorporation.

VI
RIGHT TO TERMINATE

6.01. This Plan of Merger may be terminated and the merger herein provided for abandoned at any time prior to the filing of the Articles of Merger of the Surviving Corporation with the Secretary of State of Texas:

(a) By mutual consent of the Board of Directors of the corporations.

(b) At the election of the Boards of Directors of either corporation if:

(i) The number of members of either corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either such Board of Directors, inadvisable or undesirable.

(ii) Any material litigation or proceeding shall be instituted or threatened against either of the corporations, or any of its assets, which, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(iii) Any legislation shall be enacted which, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable.

(iv) Between the date of this Plan of Merger and the effective date of the merger, there shall have been, in the opinion of either such Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either corporation.

(c) At the election of the Board of Directors of either corporation if, without the prior consent in writing of the other corporation, either corporation shall have:

(i) Created or issued any indebtedness for borrowed money.

(ii) Entered into any transactions other than those involved in carrying on its business in the usual manner.
6.02. In the event an election is made to terminate this Plan of Merger and abandon the merger provided for herein:

(a) The President or any Vice President of the corporation whose Board of Directors has made such election shall give written notice thereof to the other corporation.

(b) Upon the giving of such notice as provided in Subsection (a), this Agreement shall terminate and the proposed merger be abandoned and, except for payment of its own costs and expenses incident to this Plan of Merger, there shall be no liability on the part of either constituent corporation as a result of such termination and abandonment.

VII
NOTICE

Any notice or other communication required or permitted hereunder shall be properly given when: actually delivered by hand; deposited in the United States mail for transmittal by certified or registered mail, postage prepaid; or, when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the corporation, and:

(1) in the case of CHAMPIONS CENTRE, to: Chaparral Management Company, P. O. Box 681007, Houston, Texas 77268-1007, or to such other person or address as CHAMPIONS CENTRE, may from time to time furnish to CHAMPIONS MPC; and

(2) in the case of CHAMPIONS MPC, to: Chaparral Management Company, P. O. Box 681007, Houston, Texas 77268-1007, or to such other person or address as CHAMPIONS MPC may from time to time furnish to CHAMPIONS CENTRE.

VIII
MISCELLANEOUS

8.01. This instrument and any exhibits hereto contain the entire Plan of Merger between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

8.02. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.
EXECUTED on the dates set forth below to be effective ____________, 1997.

CHAMPIONS CENTRE ESTATES
OWNERS ASSOCIATION, INC.

ATTEST:

[Signature]
LINDA PAGNAC, Secretary

JAYN MOUSA, President

7-10-97
Date

7-10-97
Date

CHAMPIONS MPC HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

[Signature]
LINDA PAGNAC, Secretary

JAYN MOUSA, President

7-10-97
Date

7-10-97
Date
CERTIFICATE OF CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO PARAGRAPH 3.04(d)
of the
PLAN OF MERGER
of
CHAMPIONS CENTRE ESTATES OWNERS ASSOCIATION, INC.
with and into
CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

Pursuant to Paragraph 3.04(d) of the "Plan of Merger of Champions Centre Estates Owners Association, Inc. with and into Champions MPC Homeowners Association, Inc. (the "Plan"), Champions Centre Estates Owners Association, Inc. does hereby certify that as of the effective date of the merger, the conditions specified in subparagraphs (a), (b), and (c) of Paragraph 3.04 of the Plan have been satisfied.

EXECUTED on this 20th day of January, 1998.

CHAMPIONS MPC HOMEOWNERS ASSOCIATION, INC.

By: Chayn Mousa, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 20th day of January, 1998, personally appeared Chayn Mousa, President of Champions MPC Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Notary Public in and for the State of Texas

LISA D. PERRY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-18-98

RECORDER'S MEMORANDUM
AT THE TIME OF RECORINATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.