

FILED
In the Office of the
Secretary of State of Texas

**ARTICLES OF MERGER
OF
DOMESTIC CORPORATIONS**

DEC 12 1990
Corporations Section

Pursuant to the provisions of Article 1396-5.04 of the Texas Non-Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging the two (2) corporations into one of such corporations:

1. The Plan and Agreement of Reorganization by Merger was adopted by the members of Deerfield Village Community Association, Inc. on October 20, 1990, at a meeting of the members of such corporation, a quorum being present at such meeting, and the plan receiving at least two-thirds of the votes which members present at such meeting in person or by proxy were entitled to cast.
2. The Plan and Agreement of Reorganization by Merger was adopted by the unanimous vote of the Board of Directors of Deerfield Village Patio Homes Community Association, Inc. at a meeting held for such purpose on November 27, 1990, such corporation having no members.
3. The Plan and Agreement of Reorganization by Merger, which was adopted as stated in paragraphs one (1) and two (2) above, is set forth in Exhibit A, which is attached hereto and hereby incorporated herein.
4. As to Deerfield Village Community Association, Inc., the number of members entitled to vote on such Plan is as follows:

| <u>Name of Corporation</u> | <u>Number of Members Entitled to Vote</u> | <u>Total Voted FOR</u> | <u>Total Voted AGAINST</u> |
|---|---|------------------------|----------------------------|
| Deerfield Village Community Association, Inc. | 466 | 454 | 12 |

DATED: December 6, 1990.

Deerfield Village Community Association, Inc.
By: [Signature], President
By: [Signature], Secretary

Deerfield Village Patio Homes Community Association, Inc.

By: C. Glen Claypool, President

By: Edwin B Brown III, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day of December, 1990, personally appeared David Guffee, President of Deerfield Village Community 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.

Joan P. Beck
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day of December, 1990, personally appeared Carolyn Judge, Secretary of Deerfield Village Community 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.

Joan P. Beck
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day of December, 1990, personally appeared Glen Claypool, President of Deerfield Village Patio Homes Community 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.

Joan P. Beck
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day of December, 1990, personally appeared Edwin B Brown III, Secretary of Deerfield Village Patio Homes Community 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.

Joan P. Beck
Notary Public in and for the State of Texas

PLAN AND AGREEMENT OF REORGANIZATION

by merger of

DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC.

with and into

DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

under the name of

DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation and DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, sometimes hereafter referred to as the "surviving corporation", agree as follows:

I.

1.01. A plan of reorganization by merger of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. and DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., pursuant to the provisions of Articles 1396-5.01 through 1396-5.06 of the Texas Non-Profit Corporation Act, is adopted as follows:

- (1) DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall be merged with and into DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. to exist and be governed by the laws of the State of Texas.
- (2) The name of the surviving corporation shall be: DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.
- (3) When this Agreement shall become effective, the separate existence of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall cease and the surviving corporation shall succeed, without other transfer, to all the rights and properties of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. and shall be subject to all the debts and liabilities of such corporation in the same manner as if the surviving corporation had itself incurred them. All rights of creditors and all liens upon the property of such corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.
- (4) The surviving corporation will carry on business with the assets of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. as well as with the assets of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.
- (5) When this Agreement shall become effective, the members of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. will, without other transfer, become members of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. and the members of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. will retain their membership as members of the surviving corporation.

1.02. The effective date of the merger, hereinafter referred to as the "Effective Date", shall be the date when a certificate of merger is issued by the Secretary of State of Texas.

II.

2.01. As a material inducement to the surviving corporation to execute this Agreement and perform its obligations hereunder, DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. represents and warrants to surviving corporation as follows:

- (1) Such corporation 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. Such corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) Such corporation has provided to surviving corporation all available financial information and, to the best knowledge of the Board of Directors of the corporation, the financial information provided accurately sets forth the financial condition of such corporation.
- (3) All required federal, state, and local tax returns, if any, of such corporation 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; such corporation has not been delinquent in the payment of any tax, assessment or governmental charge; such corporation has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (4) Such corporation has not since September 15, 1990, 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 such corporation.
- (5) There are no legal actions, suits, arbitrations or other legal or administrative proceedings pending or threatened against such corporation which would affect its its properties, assets or business; and such corporation 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 such corporation or its properties or assets. Such corporation is not in default with respect to any judgment, order or decree of any court or any governmental agency or instrumentality.
- (6) All material facts concerning or relating to such corporation which are known to its Board of Directors have been disclosed.

2.02. As a material inducement to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. to execute this Agreement and perform its obligations hereunder, DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. represents and warrants to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. as follows:

- (1) DEERFIELD VILLAGE COMMUNITY 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 property and carry on its business as it is now being conducted. DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. has not, since September 15, 1990, 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 DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.
- (3) All material facts concerning or relating to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. have been disclosed.

III.

3.01.

- (1) Except as limited by subparagraph (2) of this paragraph 3.01., pending consummation of the merger, each of the corporations will carry on its business in substantially the same manner as heretofore and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with contractors and others having business relationships with it.
- (2) Except with the prior consent in writing of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. pending consummation of the merger, DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall not:
 - (a) Create or issue any indebtedness for borrowed money.
 - (b) Enter into any transaction other than those involved in carrying on its business in the ordinary course of business.

3.02. This Agreement shall be submitted to the members of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. in the manner provided by the laws of the State of Texas for approval.

3.03. Except as may be expressly waived in writing by DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., all of the obligations of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

- (1) The representations and warranties made by DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. in Article II hereof shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects and DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall not have discovered any material error, misstatement, or omission therein.
- (2) DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall have delivered to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. the opinion, dated the Effective Date, of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.'s counsel, Butler, Langford, Ewalt & Hailey, to the effect that:
 - (a) DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.
 - (b) The execution, delivery, and performance of this Agreement by DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. has been duly authorized and approved by requisite corporate action by DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. and this Agreement has been duly executed and delivered by DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.
- (3) DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.
- (4) DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall have delivered to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. a certificate dated the Effective Date executed in its corporate name by its President and Secretary of such corporation, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.03.
- (5) 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 Agreement.
- (6) All corporate and other proceedings and action taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments and documents shall be satisfactory in form and substance to counsel for DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC.

3.04. Except as may be waived in writing by DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., all of the obligations of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. hereunder are subject to fulfillment, prior to or at the Effective Date, of each of the following conditions:

- (1) The representations and warranties made by DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. in Article II hereof shall be deemed to have been made again on the Effective Date and shall then be true and correct, and DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall not have discovered any material error, misstatement, or omission therein.
- (2) DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.
- (3) DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall have delivered to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of such corporation certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.04.
- (4) DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall have delivered to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. an opinion of Butler, Langford, Ewalt & Hailey, counsel for such corporation, dated the Effective Date, to the effect that:
 - (a) Such corporation is a duly and validly organized and existing non-profit corporation in good standing under the laws of the State of Texas, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction wherein failure to so qualify would materially and adversely affect the business properties, or prospects of such corporation.
 - (b) This Agreement and the instruments delivered to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. under this Agreement have been duly and validly executed and delivered by such corporation and constitute the valid and binding obligations of such corporation, enforceable in accordance with their terms, except as limited by the laws of bankruptcy and insolvency.
- (5) 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 Agreement.

IV.

The present Board of Directors of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. consists of nine (9) members. Upon the Effective Date of the merger, all nine (9) of the existing Directors of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall remain Directors of the surviving corporation until their successors have been elected or appointed. All persons who at the Effective Date of the merger shall be officers of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. shall remain as officers of the surviving corporation until the Board of Directors shall otherwise elect replacement officers.

V.

The Articles of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., as existing on the Effective Date of the merger, shall continue in full force as the Articles of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

VI.

The Bylaws of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the surviving corporation until altered, amended or repealed as provided therein or as provided by law.

VII.

All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. or DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Agreement.

VIII.

8.01. This Agreement may be terminated and the merger herein provided for may be abandoned at any time prior to the Effective Date of the merger:

- (1) By the consent of the Boards of Directors of each of the corporations.
- (2) At the election of the Boards of Directors of either corporation if:
 - (a) The number of members of the corporation dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.
 - (b) 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.
 - (c) Any legislation shall be enacted which, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (d) Between the date of this Agreement and the Effective Date of the merger, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either corporation.
- (3) At the election of the Board of Directors of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. if without the prior consent in writing of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. shall have:

- (a) Created or issued any indebtedness for borrowed money.
- (b) Entered into any transaction other than those involved in carrying on its business in the usual manner.

8.02. In the event an election is made to terminate this Agreement and abandon the merger provided for herein:

- (1) 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.
- (2) Upon the giving of such notice as provided in Subsection (1), this Agreement shall terminate and the proposed merger be abandoned and, except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of any corporation as a result of such termination and abandonment.

IX.

DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. 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 conform of record, or otherwise transfer 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 Agreement.

X.

The map or plat for Deerfield Village Patio Homes, Section One, was recorded in Volume 235, Page 124, of the Map Records of Harris County, Texas. All lots within Deerfield Village Patio Homes, Section One, were subjected to an annual community service charge payable to DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. by the provisions of that certain instrument entitled "Community Services Charge - Deerfield Village Patio Homes" recorded on May 14, 1976, in the Real Property Records of Harris County, Texas, under Harris County Clerk's File No. E764216. The map or plat for Deerfield Village Patio Homes, Section Two, was recorded in Volume 243, Page 142, of the Map Records of Harris County, Texas. All lots within Deerfield Village Patio Homes, Section Two, were subjected to the same annual community service charge payable by the owners of lots within Deerfield Village Patio Homes, Section One, by the provisions of that certain instrument entitled "Annexation" recorded on February 5, 1979, in the Real Property Records of Harris County, Texas under Harris County Clerk's File No. F956040. The map or plat for Deerfield Village Patio Homes, Section Three, was recorded in Volume 243, Page 149, of the Map Records of Harris County, Texas. All lots within Deerfield Village Patio Homes, Section Three, were subjected to the same annual community service charge payable by the owners of lots within Deerfield Village Patio Homes, Section One, by the provisions of that certain instrument entitled "Annexation" recorded on August 19, 1982, in the Real Property Records of Harris County, Texas, under Harris County Clerk's File No. H580042. In addition to the annual community service charge assessed against all lots within Deerfield Village Patio Homes, Sections One, Two and Three, and payable to DEERFIELD

VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., all of such lots are subjected to an annual community service charge payable to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. by the provisions of that certain instrument entitled "Community Services Charge - Deerfield Village", recorded on October 9, 1975, in the Real Property Records of Harris County, Texas, under Harris County Clerk's File No. E564713 and the various annexation documents related thereto. After the Effective Date of the merger, the owners of lots within Deerfield Village Patio Homes, Sections One, Two and Three, shall continue to pay an annual community service charge to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. in accordance with the "Community Services Charge - Deerfield Village" recorded under Harris County Clerk's File No. E564713, at the uniform rate established by the Board of Directors of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. for all lots in Deerfield Village subject to such charge. After the Effective Date of the merger, the owner of each lot in Deerfield Village Patio Homes, Sections One, Two and Three, shall also pay to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. an annual community service charge pursuant to the "Community Services Charge - Deerfield Village Patio Homes" recorded under Harris County Clerk's File No. E764216. Provided that, by agreement between DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC. and DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., the annual community service charge to be paid by the owner of each lot in Deerfield Village Patio Homes, Sections One, Two and Three, pursuant to the "Community Services Charge - Deerfield Village Patio Homes" recorded under Harris County Clerk's File No. E764216 shall never be greater than \$80.00 per year.

XI.

Upon the Effective Date of the merger, the powers and duties of the Architectural Control Committee with respect to the lots previously under the jurisdiction of DEERFIELD VILLAGE PATIO HOMES COMMUNITY ASSOCIATION, INC., shall become vested in the Board of Directors of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

XII.

Any notice or other communication required or permitted to be given by any party hereunder shall be properly given when deposited in the United States mails for transmittal by certified or registered mail postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the other party at its address set forth below.

XIII.

This instrument and any exhibits hereto contain the entire Agreement 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.

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 this the 6th day of December, 1990,
at Houston, Harris County, Texas.

**Deerfield Village Community
Association, Inc.**

By: [Signature], President

By: [Signature], Secretary

4045 DEERFIELD VILLAGE DRIVE
Address
HOUSTON TEXAS 77084

**Deerfield Village Patio Homes Community
Association, Inc.**

By: [Signature], President

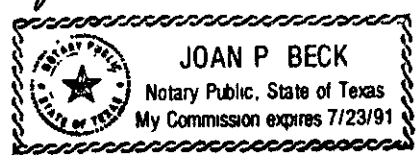
By: [Signature], Secretary

9575 KATY Fwy, Suite 130
Address
HOUSTON TEXAS 77024

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day
of December, 1990, personally appeared David C. Griffith, President
of Deerfield Village Community 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.

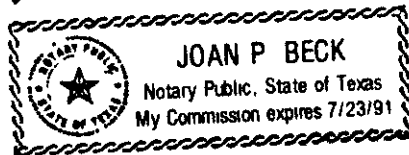
[Signature]
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
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 COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 6th day of December, 1990, personally appeared Carolyn Dugan, Secretary of Deerfield Village Community 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.

Joan P. Beck
 Notary Public in and for the State of Texas



THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 27th day of November, 1990, personally appeared Glen Clayborne, President of Deerfield Village Patio Homes Community 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.

Joan P. Beck
 Notary Public in and for the State of Texas



THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this the 17th day of November, 1990, personally appeared David B. Brown II, Secretary of Deerfield Village Patio Homes Community 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.

Joan P. Beck
 Notary Public in and for the State of Texas

