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Division of Corporations
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**MERGER OR SHARE EXCHANGE
TARAGON CORPORATION**

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Merger
7/2/10
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ARTICLES OF MERGER
(Profit Corporations)

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation:

Tarragon Corporation Nevada

SECOND: The name and jurisdiction of the merging corporations:

Morningside National, Inc. Florida

Mountain View National, Inc. Nevada

National Income Realty Investors, Inc. Nevada

Orion Tarragon GP, Inc. Texas

Orion Tarragon LP, Inc. Nevada

Parkdale Gardens National Corp. Texas

Tarragon Limited, Inc. Nevada

Vinland Property Investors, Inc. Nevada

Vintage National, Inc. Texas

THIRD: The Agreement and Plan of Merger is attached.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Agreement and Plan of Merger was adopted by the Board of Directors of the surviving corporation on July 2, 2010 and shareholder approval was not required.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporations on July 2, 2010.

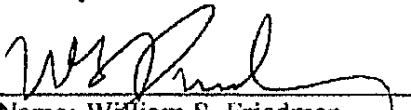
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SECRETARY OF STATE
TAMARA A. JONES, CLU, CPCU
10 JUL -2 PM 3:43
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IN WITNESS WHEREOF, the parties have executed these Articles of Merger on this 2nd day of July, 2010.

Merging Corporations:

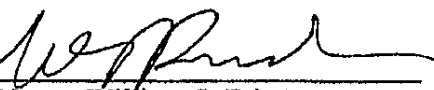
MORNINGSIDE NATIONAL, INC., a Florida corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

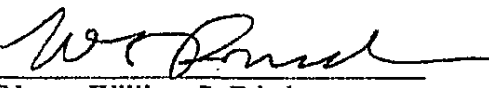
MOUNTAIN VIEW NATIONAL, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


NATIONAL INCOME REALTY INVESTORS, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

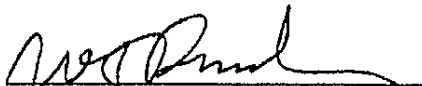
ORION TARRAGON GP, INC., a Texas corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

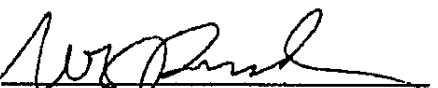
ORION TARRAGON LP, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


PARKDALE GARDENS NATIONAL CORP., a Texas corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

TARRAGON LIMITED, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

VINLAND PROPERTY INVESTORS, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

VINTAGE NATIONAL, INC., a Texas corporation

By: 

Name: William S. Friedman
Title: Chief Executive Officer

Surviving Corporation:

TARRAGON CORPORATION, a Nevada corporation

By: 

Name: William S. Friedman
Title: Chief Executive Officer

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement and Plan") is by and among **MORNINGSIDE NATIONAL, INC.**, a Florida corporation ("Morningside"), **MOUNTAIN VIEW NATIONAL, INC.**, a Nevada corporation ("Mountain View"), **NATIONAL INCOME REALTY INVESTORS, INC.**, a Nevada corporation ("NIRI"), **ORION TARRAGON GP, INC.**, a Texas corporation ("Orion GP"), **ORION TARRAGON LP, INC.**, a Nevada corporation ("Orion LP"), **PARKDALE GARDENS NATIONAL CORP.**, a Texas corporation ("Parkdale"), **TARRAGON LIMITED, INC.**, a Nevada corporation ("Limited"), **VINLAND PROPERTY INVESTORS, INC.**, a Nevada corporation ("Vinland") and **VINTAGE NATIONAL, INC.**, a Texas corporation ("Vintage", and collectively with Morningside, Mountain View, NIRI, Orion GP, Orion LP, Parkdale, Limited and Vinland the "Merging Corporations") and **TARRAGON CORPORATION**, a Nevada corporation (the "Surviving Corporation"), and provides for the merger (the "Merger") of the Merging Corporations with and into the Surviving Corporation, which shall survive the Merger and continue to exist as a Nevada corporation.

1. The names of the participating entities in the Merger are Morningside National, Inc., a Florida corporation, Mountain View National, Inc., a Nevada corporation, National Income Realty Investors, Inc., a Nevada corporation, Orion Tarragon GP, Inc., a Texas corporation, Orion Tarragon LP, Inc., a Nevada corporation, Parkdale Gardens National Corp., a Texas corporation, Tarragon Limited, Inc., a Nevada corporation, Vinland Property Investors, Inc., a Nevada corporation, Vintage National, Inc., a Texas corporation and Tarragon Corporation, a Nevada corporation.

2. The Merger shall become effective on the date that the Articles of Merger are filed with the Nevada Secretary of State (the "Effective Date").

3. The Articles of Incorporation of the Surviving Corporation in effect on the Effective Date shall remain the Articles of Incorporation of the Surviving Corporation after the Effective Date until altered, amended or repealed, and the existing By-laws of the Surviving Corporation shall be the By-laws of the Surviving Corporation after the Effective Date of the Merger until altered, amended or repealed.

4. Upon the Effective Date, by virtue of the Merger and without any further action on the part of the Merging Corporations or the holders of any capital stock of the Merging Corporations, each share of the Merging Corporations shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

5. When the Merger has been effected:

(a) The Surviving Corporation and the Merging Corporations shall be a single corporation, which shall be the Surviving Corporation.

(b) The separate existence of the Merging Corporations shall cease.

(c) The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Nevada and shall, in addition, have all the rights, immunities and powers of each and every one of the Merging Corporations.

(d) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public as well as of a private nature, of each and every one of the Merging Corporations. All property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all and every other interest of or belonging to or due to each of the Merging Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or interest therein, vested in any of the Merging Corporations shall not revert or be in any way impaired by reason of the Merger.

(e) The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Merging Corporations; and any claim existing or action or proceeding pending by or against any of the Merging Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any Merging Corporations shall be impaired by the Merger.

6. From time to time at and after the Effective Date as and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporations shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the rights and property referred to in Section 5 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan. If the Surviving Corporation shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Merging Corporations acquired by the Surviving Corporation pursuant to this Agreement and Plan, the appropriate officer or officers of the Surviving Corporation at that time are hereby specifically authorized as attorneys-in-fact of the Merging Corporations (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Corporation or otherwise, as such

appropriate officer or officers shall deem necessary or appropriate to accomplish such end.

7. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

8. This Agreement and Plan shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement and Plan as of the date hereof. Any amendment to this Agreement and Plan shall be approved by the Merging Corporations and the Surviving Corporation.

9. This Agreement and Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Nevada. The filing requirements of the State of Nevada, the State of Texas or the State of Florida, as applicable, shall govern all respective filings necessary or advisable to effect the intent and purposes of this Agreement and Plan.

10. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement and Plan is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective shareholders or members, any rights or remedies under or by reason of this Agreement and Plan except as allowed by applicable law.

11. This Agreement and Plan embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement and Plan.

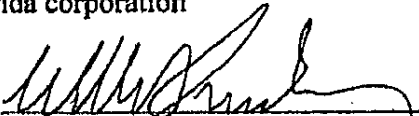
12. This Agreement and Plan may be terminated or abandoned at any time prior to the filing of the Articles of Merger with the Nevada Secretary of State, the Florida Secretary of State or the Texas Secretary of State, as applicable, by written agreement of the Merging Corporations and the Surviving Corporation.

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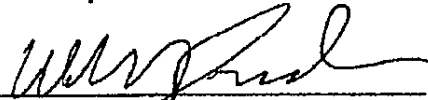
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on this 2nd day of July, 2010.

Merging Corporations:


MORNINGSIDE NATIONAL, INC., a Florida corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


MOUNTAIN VIEW NATIONAL, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


NATIONAL INCOME REALTY INVESTORS, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


ORION TARRAGON GP, INC., a Texas corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


ORION TARRAGON LP, INC., a Nevada corporation

By: 
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Title: Chief Executive Officer


PARKDALE GARDENS NATIONAL CORP., a Texas corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer


TARRAGON LIMITED, INC., a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

VINLAND PROPERTY INVESTORS, INC., a Nevada corporation


By: 
Name: William S. Friedman
Title: Chief Executive Officer

VINTAGE NATIONAL, INC., a Texas corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer

Surviving Corporation:

TARRAGON CORPORATION, a Nevada corporation

By: 
Name: William S. Friedman
Title: Chief Executive Officer