



THE UNITED STATES
CORPORATION
COMPANY

L990000001807

ACCOUNT NO. : 072100000032

REFERENCE : 945086 4331602

AUTHORIZATION :

COST LIMIT : \$ 50.00

Patricia Pigute

ORDER DATE : December 26, 2000

ORDER TIME : 11:36 AM

ORDER NO. : 945086-030

CUSTOMER NO: 4331602

700003514497--4

CUSTOMER: Ms. Meg Wingert
Munsch Hardt Kopf & Harr, P.c.
4000 Fountain Place
1445 Ross Avenue
Dallas, TX 75202-2790

ARTICLES OF MERGER

effective date
12-31-00

COBBLESTONE ENTERPRISES OF
FLORIDA ACQUISITION, LLC

INTO

THE COBBLESTONE GOLF
ACQUISITION, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Darlene Ward

EXAMINER'S INITIALS:

VB
12-27-00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

COBLESTONE ENTERPRISES OF FLORIDA ACQUISITION, L.L.C., A
FLORIDA ENTITY, L99000001807

INTO

THE COBBLESTONE GOLF ACQUISITION, L.L.C., corporation not qualified in
Florida.

File date: December 27, 2000, effective December 31, 2000

Corporate Specialist: Trevor Brumbly

Account number: 072100000032

Amount charged: 50.00

ARTICLES OF MERGER
PROVIDING FOR THE MERGER
OF
COBBLESTONE ENTERPRISES OF FLORIDA ACQUISITION, L.L.C.
WITH AND INTO
THE COBBLESTONE GOLF ACQUISITION, L.L.C.

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "*FLLCA*"), The Cobblestone Golf Acquisition, L.L.C. ("*Surviving Company*"), and Cobblestone Enterprises of Florida Acquisition, L.L.C. ("*Merging Company*"), submit the following Articles of Merger for the purpose of effecting a merger of the Merging Company with and into the Surviving Company (the "*Merger*"): L99100001807

1. The Agreement and Plan of Merger (the "*Plan of Merger*") that was approved by the Merging Company in accordance with Section 608.4381 of the FLLCA and by the Surviving Company in accordance with the applicable laws under which it is formed and by the constituent documents of the Surviving Company and the Merging Company is attached hereto as Exhibit A.

2. The street address of the Surviving Company's principal office under the laws of the state in which it was formed is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

3. The Surviving Company hereby (a) appoints the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of the Merging Company and the Surviving Company; and (b) agrees that it will promptly pay to the dissenting members of the Merging Company and the Surviving Company the amount, if any, to which such dissenting members are entitled.

4. The merger shall become effective on December 31, 2000 at 9:00 a.m. Eastern Standard Time.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned officers of the Surviving Company and the Merging Company have signed these Articles of Merger, on the 26th day of December, 2000.

SURVIVING COMPANY

THE COBBLESTONE GOLF ACQUISITION, L.L.C.,
a Delaware limited liability company

By: Mary Cowser
Mary Cowser,
Senior Vice President

MERGING COMPANY

COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C.,
a Florida limited liability company

By: Mary Cowser
Mary Cowser,
Senior Vice President

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TALLAHASSEE, FLORIDA

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

(Attached)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
FOR
THE COBBLESTONE GOLF ACQUISITION, L.L.C.**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), to be effective as of December 31, 2000, at 9:00 a.m., Eastern Standard Time, is executed by, The Cobblestone Golf Acquisition, L.L.C., a Delaware limited liability company ("Survivor"), Cobblestone Enterprises of North Carolina Acquisition, L.L.C., a Delaware limited liability company ("Cobblestone-North Carolina"), Cobblestone Enterprises of California, L.L.C., a Delaware limited liability company ("Cobblestone-California", and together with Cobblestone-North Carolina, the "Delaware Non-Surviving Entities"), Cobblestone Enterprises of Arizona, L.L.C., an Arizona limited liability company ("Cobblestone-Arizona" or "Arizona Non-Surviving Entity"), Cobblestone Enterprises of Florida Acquisition, L.L.C., a Florida limited liability company ("Cobblestone-Florida", or "Florida Non-Surviving Entity"), and Cobblestone Georgia, Inc., a Georgia corporation ("Cobblestone-Georgia" or "Georgia Non-Surviving Entity"). The Delaware Non-Surviving Entities, the Arizona Non-Surviving Entity, the Florida Non-Surviving Entity, and the Georgia Non-Surviving Entity shall be referred to collectively as the "Non-Surviving Entities".

RECITALS:

The managers and members of Survivor and the managers and members or the respective Board of Directors and shareholders of each of the Non-Surviving Entities deem it advisable for each of the Non-Surviving Entities to merge with and into Survivor as authorized by the Delaware Limited Liability Company Act ("DLLCA"), the Arizona Limited Liability Company Act ("ALLCA"), the Florida Limited Liability Company Act ("FLLCA"), and the Georgia Business Corporation Code ("GBCC"), and on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

The Mergers

1.1. Mergers.

(A) Delaware. At the Delaware Effective Time (as defined in Section 1.2), the Delaware Non-Surviving Entities shall be merged with and into Survivor, the separate existence of each of the Delaware Non-Surviving Entities shall cease, and Survivor, as the surviving corporation of such merger (the "Delaware Surviving Entity"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

(B) Arizona. At the Arizona Effective Time (as defined in Section 1.2), the Arizona Non-Surviving Entity shall be merged with and into Survivor, the separate existence of such Arizona Non-Surviving Entity shall cease, and Survivor, as the surviving corporation of such merger (the "Arizona Surviving Entity"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

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(C) Florida. At the Florida Effective Time (as defined in Section 1.2), the Florida Non-Surviving Entity shall be merged with and into Survivor, the separate existence of such Florida Non-Surviving Entity shall cease, and Survivor, as the surviving corporation of such merger (the "Florida Surviving Entity"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

(D) Georgia. At the Georgia Effective Time (as defined in Section 1.2), the Georgia Non-Surviving Entity shall be merged with and into Survivor, the separate existence of such Georgia Non-Surviving Entity shall cease, and Survivor, as the surviving corporation of such merger (the "Georgia Surviving Entity"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

1.2. Effective Times of Mergers.

(A) Delaware. A certificate of merger setting forth the information required by, and otherwise in compliance with, the DLLCA shall be filed with the Secretary of State of the State of Delaware and the merger of the Delaware Non-Surviving Entities with and into Survivor (the "Delaware Mergers") shall become effective on Sunday, December 31, 2000, at 9:00 a.m., Eastern Standard Time, with respect to the Delaware Mergers (the time of such effectiveness is herein called the "Delaware Effective Time").

(B) Arizona. Articles of merger setting forth the information required by, and otherwise in compliance with, the ALLCA shall be filed with the Secretary of State of the State of Arizona and the merger of the Arizona Non-Surviving Entity with and into Survivor (the "Arizona Merger") shall become effective on Sunday, December 31, 2000, at 9:00 a.m., Eastern Standard Time, with respect to the Arizona Merger (the time of such effectiveness is herein called the "Arizona Effective Time").

(C) Florida. Articles of merger setting forth the information required by, and otherwise in compliance with, the FLLCA shall be filed with the Secretary of State of the State of Florida and the merger of the Florida Non-Surviving Entity with and into Survivor (the "Florida Merger") shall become effective on Sunday, December 31, 2000, at 9:00 a.m., Eastern Standard Time, with respect to the Florida Merger (the time of such effectiveness is herein called the "Florida Effective Time").

(D) Georgia. Articles of merger setting forth the information required by, and otherwise in compliance with, the GBCC shall be filed with the Secretary of State of the State of Georgia and the merger of the Georgia Non-Surviving Entity with and into Survivor (the "Georgia Merger") shall become effective on Sunday, December 31, 2000, at 9:00 a.m., Eastern Standard Time, with respect to the Georgia Merger (the time of such effectiveness is herein called the "Georgia Effective Time").

1.3. Effect of Mergers.

(A) Delaware. At the Delaware Effective Time, Survivor, without further action, as provided by the laws of the State of Delaware, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of each of the Delaware Non-Surviving Entities; and all property, real, personal and mixed, and all debts due on whatsoever

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account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to each of the Delaware Non-Surviving Entities, shall be deemed to be vested in Survivor without further act or deed; and the title to any real estate, or any interest therein, vested in Survivor or any of the Delaware Non-Surviving Entities shall not revert or be in any way impaired by reason of the Delaware Mergers. Such transfer to and vesting in Survivor shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which Survivor or any of the Delaware Non-Surviving Entities is a party or by which any of them is bound. Survivor shall henceforth be responsible and liable for all debts, liabilities and duties of each of the Delaware Non-Surviving Entities, which may be enforced against Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Survivor or any of the Delaware Non-Surviving Entities shall be impaired by the Delaware Mergers.

(B) Arizona. At the Arizona Effective Time, Survivor, without further action, as provided by the laws of the State of Arizona, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Arizona Non-Surviving Entity; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to the Arizona Non-Surviving Entity, shall be deemed to be vested in Survivor without further act or deed; and the title to any real estate, or any interest therein, vested in Survivor or the Arizona Non-Surviving Entity shall not revert or be in any way impaired by reason of the Arizona Merger. Such transfer to and vesting in Survivor shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which Survivor or the Arizona Non-Surviving Entity is a party or by which any of them is bound. Survivor shall henceforth be responsible and liable for all debts, liabilities and duties of the Arizona Non-Surviving Entity, which may be enforced against Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Survivor or the Arizona Non-Surviving Entity shall be impaired by the Arizona Merger.

(C) Florida. At the Florida Effective Time, Survivor, without further action, as provided by the laws of the State of Florida, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Florida Non-Surviving Entity; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to the Florida Non-Surviving Entity, shall be deemed to be vested in Survivor without further act or deed; and the title to any real estate, or any interest therein, vested in Survivor or the Florida Non-Surviving Entity shall not revert or be in any way impaired by reason of the Florida Merger. Such transfer to and vesting in Survivor shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract,

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agreement, decree, order or other instrument to which Survivor or the Florida Non-Surviving Entity is a party or by which any of them is bound. Survivor shall henceforth be responsible and liable for all debts, liabilities and duties of the Florida Non-Surviving Entity, which may be enforced against Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Survivor or the Florida Non-Surviving Entity shall be impaired by the Florida Merger.

(D) Georgia. At the Georgia Effective Time, Survivor, without further action, as provided by the laws of the State of Georgia, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Georgia Non-Surviving Entity; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to the Georgia Non-Surviving Entity, shall be deemed to be vested in Survivor without further act or deed; and the title to any real estate, or any interest therein, vested in Survivor or the Georgia Non-Surviving Entity shall not revert or be in any way impaired by reason of the Georgia Merger. Such transfer to and vesting in Survivor shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which Survivor or the Georgia Non-Surviving Entity is a party or by which any of them is bound. Survivor shall henceforth be responsible and liable for all debts, liabilities and duties of the Georgia Non-Surviving Entity, which may be enforced against Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Survivor or the Georgia Non-Surviving Entity shall be impaired by the Georgia Merger.

1.4. Certification of Formation.

(A) Delaware. The Certification of Formation of Survivor as in effect at the Delaware Effective Time shall be and remain the Certification of Formation of the Delaware Surviving Entity, until the same shall be amended as provided by law. No changes are to be effected to the Certification of Formation of the Delaware Surviving Entity as a result of the Delaware Mergers.

(B) Arizona. The Certification of Formation of Survivor as in effect at the Arizona Effective Time shall be and remain the Certification of Formation of the Arizona Surviving Entity, until the same shall be amended as provided by law. No changes are to be effected to the Certification of Formation of the Arizona Surviving Entity as a result of the Arizona Merger.

(C) Florida. The Certification of Formation of Survivor as in effect at the Florida Effective Time shall be and remain the Certification of Formation of the Florida Surviving Entity, until the same shall be amended as provided by law. No changes are to be effected to the Certification of Formation of the Florida Surviving Entity as a result of the Florida Merger.

(D) Georgia. The Certification of Formation of Survivor as in effect at the Georgia Effective Time shall be and remain the Certification of Formation of the Georgia Surviving Entity, until the same shall be amended as provided by law. No changes are to be effected to the Certification of Formation of the Georgia Surviving Entity as a result of the Georgia Merger.

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1.5. Limited Liability Company ("LLC") Agreement.

(A) Delaware. The LLC Agreement of Survivor as in effect at the Delaware Effective Time shall be the LLC Agreement of the Delaware Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law, the Delaware Surviving Entity's Certificate of Formation or such LLC Agreement.

(B) Arizona. The LLC Agreement of Survivor as in effect at the Arizona Effective Time shall be the LLC Agreement of the Arizona Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law, the Arizona Surviving Entity's Certificate of Formation or such LLC Agreement.

(C) Florida. The LLC Agreement of Survivor as in effect at the Florida Effective Time shall be the LLC Agreement of the Florida Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law, the Florida Surviving Entity's Certificate of Formation or such LLC Agreement.

(D) Georgia. The LLC Agreement of Survivor as in effect at the Georgia Effective Time shall be the LLC Agreement of the Georgia Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law, the Georgia Surviving Entity's Certificate of Formation or such LLC Agreement.

1.6. Managers.

(A) Delaware. The managers of Survivor who are serving as such at the Delaware Effective Time shall be the managers of the Delaware Surviving Entity from and after the Delaware Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Delaware Surviving Entity's Certificate of Formation and its LLC Agreement.

(B) Arizona. The managers of Survivor who are serving as such at the Arizona Effective Time shall be the managers of the Arizona Surviving Entity from and after the Arizona Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Arizona Surviving Entity's Certificate of Formation and its LLC Agreement.

(C) Florida. The managers of Survivor who are serving as such at the Florida Effective Time shall be the managers of the Florida Surviving Entity from and after the Florida Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Florida Surviving Entity's Certificate of Formation and its LLC Agreement. The names and the business addresses of the managers of Survivor are as follows:

<u>Name</u>	<u>Business Address</u>
Murray S. Siegel	3030 LBJ Freeway, Suite 700 Dallas, Texas 75234

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mary Cowser

3030 LBJ Freeway, Suite 700
Dallas, Texas 75234

Edward R. Sause

2951 28th Street
Santa Monica, California 90405

(D) Georgia. The managers of Survivor who are serving as such at the Georgia Effective Time shall be the managers of the Georgia Surviving Entity from and after the Georgia Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Georgia Surviving Entity's Certificate of Formation and its LLC Agreement.

ARTICLE II

Conversion of Shares or Membership Interests in the Mergers

2.1. Delaware. By virtue of the Delaware Mergers and without any action on the part of any person, at the Delaware Effective Time:

(A) Survivor. Each unit Membership Interest of Survivor issued and outstanding immediately prior to the Delaware Effective Time shall remain outstanding.

(B) Cobblestone-North Carolina. Each unit Membership Interest of Cobblestone-North Carolina issued and outstanding immediately prior to the Delaware Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

(C) Cobblestone-California. Each unit Membership Interest of Cobblestone-California issued and outstanding immediately prior to the Delaware Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

2.2. Arizona. By virtue of the Arizona Merger and without any action on the part of any person, at the Arizona Effective Time:

(A) Survivor. Each unit Membership Interest of Survivor issued and outstanding immediately prior to the Arizona Effective Time shall remain outstanding.

(B) Cobblestone-Arizona. Each unit Membership Interest of Cobblestone-Arizona issued and outstanding immediately prior to the Arizona Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

2.3. Florida. By virtue of the Florida Merger and without any action on the part of any person, at the Florida Effective Time:

(A) Survivor. Each unit Membership Interest of Survivor issued and outstanding immediately prior to the Florida Effective Time shall remain outstanding.

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(B) Cobblestone-Florida. Each unit Membership Interest of Cobblestone-Florida issued and outstanding immediately prior to the Florida Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

2.4. Georgia. By virtue of the Georgia Merger and without any action on the part of any person, at the Georgia Effective Time:

(A) Survivor. Each unit Membership Interest of Survivor issued and outstanding immediately prior to the Georgia Effective Time shall remain outstanding.

(B) Cobblestone-Georgia. Each share of common stock, par value \$1.00 per share, of Cobblestone-Georgia issued and outstanding or held in treasury immediately prior to the Georgia Effective Time shall be canceled without payment of any consideration therefor and shall cease to exist and be outstanding.

ARTICLE III

Miscellaneous

3.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, except to the extent that the ALLCA, FLLCA, and GBCC apply by their terms.

3.3. Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

3.4. Termination. This Agreement may be terminated at any time before completion of the respective filings with the Secretaries of State of the States of Delaware, Arizona, Florida, and Georgia pursuant to Section 1.2 hereof by appropriate resolution of the managers of Survivor for any reason which it deems appropriate.

3.5. Amendment. To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects a Delaware Non-Surviving Entity or relates to the Delaware Mergers, (a) at any time before the Delaware Effective Time, by action taken by the managers of Survivor and each Delaware Non-Surviving Entity affected by such amendment or supplement and (b) at any time after the Delaware Effective Time, by action taken by the managers of Survivor.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects an Arizona Non-Surviving Entity or relates to the Arizona Merger, (a) at any time before the Arizona Effective Time, by action taken by the managers of Survivor and the Arizona Non-Surviving Entity affected by such amendment or supplement and (b) at any time after the Arizona Effective Time, by action taken by the managers of Survivor.

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TALLAHASSEE, FLORIDA

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects the Florida Non-Surviving Entity or relates to the Florida Merger, (a) at any time before the Florida Effective Time, by action taken by the managers of Survivor and the Florida Non-Surviving Entity and (b) at any time after the Florida Effective Time, by action taken by the managers of Survivor.

To the extent permitted by law, this Agreement may be amended or supplemented, to the extent it affects the Georgia Non-Surviving Entity or relates to the Georgia Merger, (a) at any time before the Georgia Effective Time, by action taken by the managers of Survivor and the Board of Directors of the Georgia Non-Surviving Entity and (b) at any time after the Georgia Effective Time, by action taken by the managers of Survivor.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
December 26, 2000.

THE COBBLESTONE GOLF ACQUISITION,
L.L.C., a Delaware limited liability company

By: Mary Cowser
Mary Cowser, Senior Vice President

COBBLESTONE ENTERPRISES OF NORTH
CAROLINA ACQUISITION, L.L.C., a Delaware
limited liability company

By: Mary Cowser
Mary Cowser, Senior Vice President

COBBLESTONE ENTERPRISES OF
CALIFORNIA, L.L.C., a Delaware limited liability
company

By: Mary Cowser
Mary Cowser, Senior Vice President

COBBLESTONE ENTERPRISES OF ARIZONA,
L.L.C., an Arizona limited liability company

By: Mary Cowser
Mary Cowser, Senior Vice President

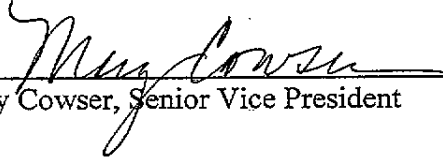
COBBLESTONE ENTERPRISES OF FLORIDA
ACQUISITION, L.L.C., a Florida limited liability
company

By: Mary Cowser
Mary Cowser, Senior Vice President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COBBLESTONE GEORGIA, INC.,
a Georgia corporation

By: 
Mary Cowser, Senior Vice President

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