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(Requestor's Name)

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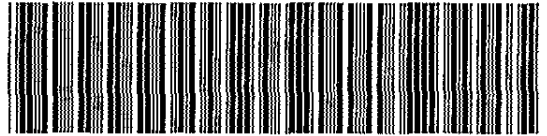
(Business Entity Name)

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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 268745 4338458
AUTHORIZATION : *Patricia Pignato*
COST LIMIT : \$ 87.50

03 OCT -6 AM 8:33
FILED
STATE OF FLORIDA
TALLAHASSEE

ORDER DATE : October 6, 2003

ORDER TIME : 11:31 AM

ORDER NO. : 268745-015

CUSTOMER NO: 4338458

CUSTOMER: Ms. Terri Denoncourt
Ocwen Financial Corporation
The Forum
1675 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401

ARTICLES OF MERGER

NHPAHP CASEWOOD APARTMENTS
LIMITED PARTNERSHIP

INTO

NHP AFFORDABLE HOUSING
CORPORATION - CHASEWOOD
APARTMENTS

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>NHPAHP CHASEWOOD APARTMENTS</u> <u>LIMITED PARTNERSHIP</u> <u>1675 PALM BEACH LAKES BLVD.</u> <u>WEST PALM BEACH, FL 33401</u>	<u>FLORIDA</u>	<u>LIMITED PARTNERSHIP</u>
Florida Document/Registration Number: <u>A0000000399</u>		FEI Number: <u>65-0985790</u>
2. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____
3. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>NHP AFFORDABLE HOUSING CORPORATION -</u> <u>CHASEWOOD APARTMENTS</u> <u>1675 PALM BEACH LAKES BLVD.</u> <u>WEST PALM BEACH, FL 33401</u>	<u>FLORIDA</u>	<u>CORPORATION</u>
Florida Document/Registration Number: <u>P00000022111</u>		FEI Number: <u>65-0986002</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July 31, 2003, by and among NHP Affordable Housing Corporation – Chasewood Apartments, a Florida Corporation (the "Parent") and NHPAHP Chasewood Apartments Limited Partnership, a Florida Limited Partnership and a wholly-owned subsidiary of the Parent (the "Subsidiary").

WHEREAS the Subsidiary intends to merge into the Parent and Parent desires to merge with the Subsidiary and remain as the surviving entity; and

NOW, THEREFORE, in consideration of the promises and the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I THE MERGER

Section 1.1. THE MERGER. In accordance with the provisions of this Agreement and the laws of Florida (the "State Laws"), at the Effective Time (as defined in Section 1.4 hereof), Subsidiary shall be merged with and into the Parent (the "Merger") and the separate corporate existence of Subsidiary shall cease. The Parent shall be the Surviving Entity in the Merger (hereinafter sometimes referred to as the "Surviving Entity") and shall continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be that of the Parent. The Merger shall have the effects set forth in the State Laws.

Section 1.2. FORMATION AND GOVERNING DOCUMENTS. The Certificate of Incorporation and By-laws of the Parent immediately prior to the Effective Time shall be the Certificate of Incorporation and By-laws of the Surviving Entity (the "Documents") immediately after the Effective Time.

Section 1.3. MANAGEMENT. The management of the Parent immediately prior to the Effective Time shall be the management of the Surviving Entity as of the Effective Time.

Section 1.4. EFFECTIVE TIME; CONDITIONS. Within 90 days of the date of this Agreement, Parent and Subsidiary will cause a certificate of merger or such equivalent document complying with the State Laws to be filed with the appropriate authority in accordance with the State Laws. The Merger shall become effective at the time and date of the filing of the certificate of merger or such equivalent document relating to the Merger with the appropriate authority (the "Effective Time").

ARTICLE II CONVERSION OF INTERESTS

Each partnership interest of Subsidiary (the "Subsidiary Interest") outstanding immediately prior to the Effective Time shall not, by virtue of the Merger and without any further action by the

holder thereof, be converted in any manner, but each said interest which is outstanding as of the effective date of the merger shall be surrendered and extinguished.

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ARTICLE III
MISCELLANEOUS

Section 3.1 AMENDMENT. This Agreement and Plan of Merger shall not be amended other than pursuant to an amendment approved by the written consent of both parties hereto.

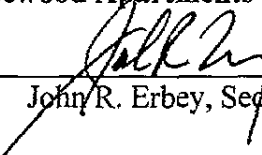
Section 3.2. GOVERNING LAW. This Agreement and Plan of Merger shall be governed by the laws of the State of Florida.

Section 3.3 COUNTERPARTS. This Agreement and Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

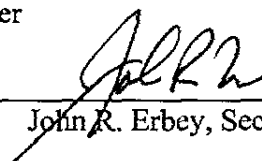
Section 3.4 HEADINGS. Headings are for reference purposes only and are not intended to modify any provision herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

**NHP Affordable Housing Corporation –
Chasewood Apartments**

By: 
John R. Erbey, Secretary

**NHPAHP Chasewood Apartments
Limited Partnership**

By: Ocwen Federal Bank FSB, its general partner
By: 
John R. Erbey, Secretary

**NHPAHP CHASEWOOD APARTMENTS
LIMITED PARTNERSHIP
WRITTEN CONSENT OF THE GENERAL PARTNER**

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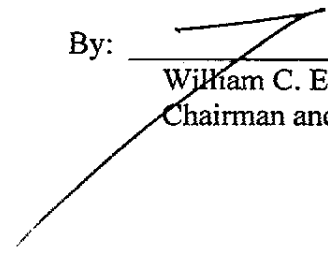
The undersigned, Ocwen Federal Bank FSB, the General Partner of NHPAHP Chasewood Apartments Limited Partnership, a Florida limited partnership (the "Company"), acting pursuant to the authority conferred upon it by the Partnership Agreement and by law, does hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

WHEREAS, the general partner deems it to be in the best interest of the Company to merge into NHP Affordable Housing Corporation – Chasewood Apartments, a Florida corporation and pursuant to a certain plan of merger, a copy of which is attached hereto;

RESOLVED, that the plan of merger substantially in the form furnished to the general partner of the Company, providing for the merger of the Company into NHP Affordable Housing Corporation – Chasewood Apartments be and hereby is approved;

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the General Partner effective as of the 31st day of July, 2003 and directs that this Written Consent be filed with the Minutes of the Company.

Ocwen Federal Bank FSB

By: 

William C. Erbey
Chairman and Chief Executive Officer

**NHP AFFORDABLE HOUSING CORPORATION – CHASEWOOD APARTMENTS
WRITTEN CONSENT OF THE SOLE DIRECTOR
IN LIEU OF A MEETING**

The undersigned, being the Sole Director of NHP Affordable Housing Corporation Chasewood Apartments (the "Company"), acting pursuant to the authority conferred upon him by the Bylaws of the Company and by law, does hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

WHEREAS, the Sole Director deems it to be in the best interest of the Company to merge with NHPAHP Chasewood Apartments Limited Partnership with the Company being the surviving entity, and pursuant to a certain plan of merger, a copy of which is attached hereto;

RESOLVED, that the plan of merger substantially in the form furnished to the Sole Director of the Company, providing for the merger of NHPAHP Chasewood Apartments Limited Partnership into the Company be and hereby is approved, and that the plan of merger shall be submitted for consideration by the shareholder of the Company, together with the recommendation of the sole director that the plan of merger be so approved;

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Director effective as of this 31st day of July 2003, and directs that this Written Consent be filed with the minutes of the Company.



William C. Erbey

03 JUL 31 2003
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11:00 AM
TALLAHASSEE, FLORIDA

**NHP AFFORDABLE HOUSING CORPORATION – CHASEWOOD APARTMENTS
WRITTEN CONSENT OF THE SOLE SHAREHOLDER**

Ocwen Financial Corporation, being the sole shareholder of NHP Affordable Housing Corporation – Chasewood Apartments, a Florida corporation (the "Company"), pursuant to the authority conferred upon it by the Bylaws of the Company and by law, does hereby consent to the adoption of the resolutions below, taking and authorizing the actions specified therein:

RESOLVED, that the plan of merger substantially in the form furnished to the sole shareholder of the Company, providing for the merger of NHPAHE Chasewood Apartments Limited Partnership into the Company, be and hereby is approved;

RESOLVED, that the officers of the Company be and each of them hereby is authorized to make all such filings, pay such fees, charges and expenses, and take such further action as may be necessary, advisable or convenient for the purpose of carrying out the foregoing resolutions and the intent thereof, and for the purpose of fully effectuating and carrying out the merger referred to in the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by the officers and directors of the Company in connection with the matters that are subject to these resolutions be and hereby are ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the 31st day of July, 2003, and directs that this Written Consent be filed with the Minutes of the Company.

OCWEN FINANCIAL CORPORATION

By: _____

William C. Erbey
Chairman and Chief Executive Officer

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REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

- All Corporations: Signature of Chairman, Vice Chairman, President or any officer.
- All General Partnerships: Signatures of two partners.
- All Domestic Limited Partnerships: Signatures of all general partners.
- All Non-Florida Limited Partnerships: Signature of one general partner.
- All Limited Liability Companies: Signature of a member or authorized representative of a member.
- All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

Mailing address:
 Division of Corporations
 P.O. Box 6327
 Tallahassee, FL 32314

Street Address:
 Division of Corporations
 409 E. Gaines St.
 Tallahassee, FL 32399

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 STATE
 TALLAHASSEE, FLORIDA

FILING FEES:

For each Limited Partnership:	\$52.50 (if merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership:	\$25.00
All Others:	No Charge