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BILZIN, SUMBERG, ET. AL\*\*\*\*\*

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FLORIDA DIVISION OF CORPORATIONS

**P950000 96650**

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((H98000022144 3)))

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FROM: BILZIN, SUMBERG DUNN PRICE & AXELROD LLP  
075350000132

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NAME: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION,

AUDIT NUMBER.....H98000022144

DOC TYPE.....MERGER OR SHARE EXCHANGE

CERT. OF STATUS..1

PAGES..... 2

CERT. COPIES.....1

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\*\* ENTER 'M' FOR MENU. \*\*

ENTER SELECTION AND <CR>:

*Kindly replace Exhibit "A" to the  
articles of merger.*

*attn: Mr. B. KOHR*

Name	Availability
Document	DCC
Owner	DCC
Updater	DCC
Updater	DCC
Verifier	DCC
Acknowledgement	DCC
W. P. Verifier	DCC

*498A00056798*

*7/3/98 ab*

*merged into a non qualified LLC.*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

HOUSTON VILLAGE BUILDERS, INC., A FLORIDA CORPORATION  
(P95000096650)

INTO

**LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS  
LIMITED LIABILITY COMPANY.** entity not qualified in Florida

File date: November 30, 1998

Corporate Specialist: Diane Cushing

Fax Audit No. H98-22144

**STATE OF FLORIDA**  
**ARTICLES OF MERGER**  
**OF**  
**HOUSTON VILLAGE BUILDERS, INC. P95000091650**  
**INTO**  
**LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1105 and 607.1108 of the Florida Business Corporation Act (the "Florida Act"), and Section 2.11 of the Texas Revised Limited Partnership Act (the "Texas Partnership Act"), the undersigned, Houston Village Builders, Inc., a Florida corporation ("HVB"), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited liability company ("LHTLC-LTD"), adopt the following Articles of Merger and certify as follows:

1. Attached as Exhibit A is the Agreement and Plan of Merger between HVB and LHTLC-LTD, whereby HVB shall be merged with and into LHTLC-LTD, which Agreement and Plan of Merger is hereby incorporated by such reference as if fully herein set forth (the "Plan of Merger").
2. The Plan of Merger has been duly and unanimously adopted by the Board of Directors and shareholders of HVB in accordance with the provisions of Section 607 of the Florida Business Corporation Act.
3. The Plan of Merger has been duly approved and authorized by LHTLC-LTD by all action required by the Texas Partnership Act, and is in compliance with the terms and provisions of the Texas Partnership Act, and the merger contemplated thereby is permitted under the Texas Partnership Act.
4. The effective date (the "Effective Date") of the merger is the later of (i) the filing of these Articles of Merger with the Florida Department of State in accordance with the Florida Act and (ii) the issuance of a certificate of merger by the Texas Secretary of State after the filing of Articles of Merger with the Texas Secretary of State.
5. The sole general partner of LHTLC-LTD is Lennar Texas Holding Company, a Texas corporation (the "General Partner"), and the address of the principal office of each of LHTLC-LTD and the General Partner is 12720 Hillcrest Road, #402, Dallas, Texas 75230.
6. LHTLC-LTD is hereby deemed to have appointed, and hereby appoints, the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholder of HVB.
7. LHTLC-LTD hereby agrees to promptly pay to the dissenting shareholders of HVB the amount, if any, to which any such shareholder may be entitled under Section 607.1302 of the Florida Act.

This instrument prepared by:  
Lissette Benitez, Esquire  
Florida Bar No. 0987794  
BILZIN SUMBERG DUNN PRICE & AXELROD LLP  
2500 First Union Financial Center  
Miami, Florida 33131  
Telephone: 305-374-7580

Fax Audit No. H98-22144

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8. A copy of the Plan of Merger will be furnished by LHTLC-LTD, on request and without cost, to any partner or stockholder of either LHTLC-LTD or HVB.
9. LHTLC-LTD will be responsible for the payment of all fees of Corporation and will be obligated to pay such fees if the same are not timely paid.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of LHTLC-LTD and HVB by their respective authorized partners and officers as of the 23<sup>rd</sup> day of November, 1998.

LENNAR HOMES OF TEXAS LAND AND  
CONSTRUCTION, LTD., a Texas limited partnership  
(Name of surviving entity)

By: Lennar Texas Holding Company, a Texas  
corporation as its general partner

By: 

Name: David B. McGee

Title: Vice President

HOUSTON VILLAGE BUILDERS, INC., a Florida  
corporation

By: 

Name: WAYNE WRIGHT

Title: VICE PRESIDENT

Fax Audit No. H98-22144

**EXHIBIT "A"****AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER dated as of \_\_\_\_\_, 1998, is between the following corporations and limited partnership: DCA OF FORT WORTH, INC., DCA OIL OF TEXAS, INC., DCA OF TEXAS, INC., FRIENDSWOOD LAND DEVELOPMENT COMPANY, LENNAR HOMES OF TEXAS, INC., and LENTEX DEVELOPMENT., each a Texas corporation, and HOUSTON VILLAGE BUILDERS, INC., a Florida corporation (each, individually a "Merging Corporation" and collectively the "Merging Corporations"), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, (the "Surviving Entity"). The parties desire to effect the acquisition of the Merging Corporations by the Surviving Entity through a merger of the Merging Corporations into the Surviving Entity on the terms and conditions hereof. This Agreement is intended to be a "plan of reorganization" within the meaning of §368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Accordingly, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions hereof, and in accordance with Sections 607.1108 and 607.1109 of the Florida Business Corporation Act, as amended (the "FBCA"), Section 5.04 of the Texas Business Corporation Act, as amended (the "TBCA"), and Section 2.11 of the Texas Revised Limited Partnership Act, as amended (the "TPA"), the Merging Corporations shall be merged with and into the Surviving Entity (the "Merger"). The Merger shall occur at the Effective Date (as defined herein). Following the Merger, the Surviving Entity shall continue as the surviving entity and the separate corporate existence of the Merging Corporations shall cease.

2. **Effective Date.** As soon as practicable after satisfaction or waiver of all conditions to the Merger, the parties shall cause articles of merger (the "Articles of Merger") to be filed in accordance with Section 607.1105 of the FBCA, Section 5.04 of the TBCA and Section 2.11 of the TPA, and shall take all such further actions as may be required by law to make the Merger effective. The Merger shall be effective at the later of (i) such time as the Articles of Merger are filed with the Florida Department of State in accordance with the FBCA and the Texas Secretary of State in accordance with the TBCA and TPA (ii) and the issuance of a certificate of merger by the Texas Secretary of State (the "Effective Date").

3. **Effects of the Merger.** The Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 5.06 of the TBCA.

4. **Limited Partnership Agreement.** The Limited Partnership Agreement of the Surviving Entity in effect immediately prior to the Effective Date shall be the Limited Partnership Agreement of the Surviving Entity immediately after the Effective Date.

Fax Audit No. H98-22144

5. Treatment of Stock. At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Merging Corporations, all outstanding capital stock of the Merging Corporations shall be converted into limited partners' partnership interests in the Surviving Entity, and any rights to acquire capital stock of the Merging Corporations shall be converted to rights to acquire limited partners' partnership interests of the Surviving Entity.

6. Surviving Entity. The name and business address of the Surviving Entity is Lemar Texas Holding Company, a Texas corporation, 12720 Hillcrest Road, #402, Dallas, Texas 75230.

7. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by either party's shareholders or partners at any time with the written consent of the Surviving Entity and the Merging Corporations.

8. Effect of Termination. If this Agreement is terminated as provided in Section 6, this Agreement shall forthwith become void and have no effect, without liability on the part of the Surviving Entity and the Merging Corporations and their respective directors, officers, shareholders or partners.

9. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

11. Governing Law. This Agreement is governed by the laws of the State of Texas without regard to its conflict of law principles.

12. Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.

13. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Fax Audit No. H98-22144

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first stated above.

## SURVIVING ENTITY:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership  
(Name of surviving entity)

By: Lennar Texas Holding Company, a Texas corporation as its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## MERGING CORPORATIONS:

DCA OF FORT WORTH, INC., DCA OIL OF TEXAS, INC., DCA OF TEXAS, INC., FRIENDSWOOD LAND DEVELOPMENT COMPANY, LENNAR HOMES OF TEXAS, INC., LENTEX DEVELOPMENT CORP., each a Texas corporation, and HOUSTON VILLAGE BUILDERS, INC., a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_