

NOTICE
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09/14/2015 RP1 \$68.00

SECRETARY'S CERTIFICATE OF FILING

I, Christine Caulfield, certify that:

I am the duly qualified and acting secretary of Fonn Villas Civic Association, Inc., a duly organized and existing Texas non-profit corporation.

The attached instrument(s) is/are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Fonn Villas Civic Association, Inc..

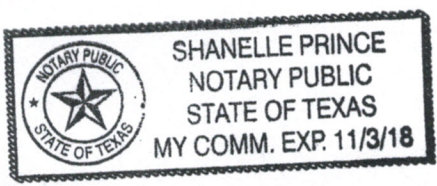
The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: 8/27/2015

[Signature]
Print Name: Christine Caulfield
Secretary, Fonn Villas Civic Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of August, 2015, by Christine Caulfield, Secretary of Fonn Villas Civic Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Shanelle Prince
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Lori E. Alderson
1523 Avenue A
Katy, Texas 77493 ✓

RP 095-72-1128

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos Cascos
Secretary of State



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

FONN VILLAS SWIM CLUB, INC.
Domestic Nonprofit Corporation
[File Number: 18234501]

Into

FONN VILLAS CIVIC ASSOCIATION, INC.
Domestic Nonprofit Corporation
[File Number: 28776101]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 04/01/2015

Effective: 04/01/2015



A handwritten signature in black ink, appearing to read "Cascos".

Carlos Cascos
Secretary of State

RP 095-72-1129

COPY

FILED
In the Office of the
Secretary of State of Texas

APR 01 2015

CERTIFICATE OF MERGER

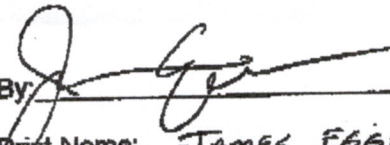
Corporations Section

Pursuant to the provisions of Section 22.251 of the Texas Business Organizations Code, the undersigned non-profit corporations adopt the following Certificate of Merger for the purpose of merging them into one of such corporations:

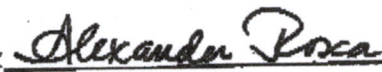
1. The attached Plan and Agreement of Merger was approved by the respective members of Fonn Villas Swim Club, Inc. and Fonn Villas Civic Association, Inc. in the manner prescribed by the Texas Business Organizations Code.
2. The attached Plan and Agreement of Merger has been approved as required by each party's jurisdiction of formation and governing documents.

Dated this 31st day of March, 2015.

FONN VILLAS CIVIC ASSOCIATION, INC.

By: 
 Print Name: JAMES ESSER
 Title: PRESIDENT, FVCA BOARD

FONN VILLAS SWIM CLUB, INC.

By: 
 Print Name: ALEXANDER ROSCA
 Title: President, FVSC Board

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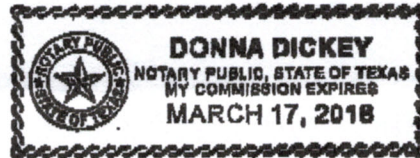
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared James Egger, President of Fonn Villas Civic 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 31st day of March, 2015, to certify which witness my hand and official seal.

Donna Dickey

Notary Public - State of Texas



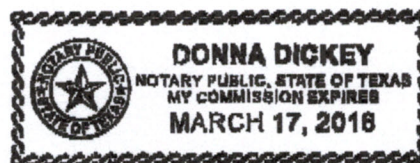
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Alexander Rosca, President of Fonn Villas Swim Club, 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 31st day of March, 2015, to certify which witness my hand and official seal.

Donna Dickey

Notary Public - State of Texas



RP 095-72-1131

COPY

**PLAN AND AGREEMENT
MERGER OF
FONN VILLAS SWIM CLUB, INC.
WITH AND INTO
FONN VILLAS CIVIC ASSOCIATION, INC.
UNDER THE NAME OF
"FONN VILLAS CIVIC ASSOCIATION, INC."**

FONN VILLAS SWIM CLUB, INC., a Texas non-profit corporation (the "Club") and FONN VILLAS CIVIC ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), sometimes hereafter referred to as the "Surviving Corporation", agree as follows:

L

General Terms of the Plan

1.01. A plan of merger of the Club and the Association, pursuant to the provisions of Chapters 10 and 22 of the Texas Business Organizations Code, is adopted as follows:

- (1) The Club shall be merged with and into the Association, to exist and be governed by the laws of the State of Texas.
- (2) The name of the Association shall be: FONN VILLAS CIVIC ASSOCIATION, INC.
- (3) When this Agreement shall become effective, the separate existence of the Club shall cease and the Association shall succeed, without other transfer, to all the rights and property of the Club and shall be subject to all the debts and liabilities of the Club in the same manner as if the Association had itself incurred them; provided that, all bank loans and/or lines of credit, if any, obtained by the Club shall be paid in full by the Club prior to the effective date of the merger. All rights of creditors and all liens upon the property of the Club, if any, shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.
- (4) The Association will carry on business with the assets of the Club, as well as with the assets of the Association.
- (5) When this Agreement shall become effective, all members of the Association will continue to be members of the Association.
- (6) When this Agreement shall be effective, the members of the Club shall not become members of the Association (unless they are otherwise members of the Association by virtue of ownership of a lot under the jurisdiction of the Association), but such

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members shall have the right to use the swimming pool and related facilities owned by the Club as of the day preceding the effective date of the merger for the remainder of the period for which an annual membership fee was paid to the Club. Each class of membership in the Club as of the day preceding the effective date of the merger shall terminate and cease to exist without consideration upon the effective date of the merger.

1.02. The effective date of the merger, hereinafter referred to as the "Effective Date", shall be the date on which the Certificate of Merger is accepted by the Secretary of State of Texas.

II.

Representations and Warranties

2.01. As a material inducement to the Association to execute this Agreement and perform its obligations hereunder, the Club represents and warrants to the Association as follows:

- (1) The Club 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) The Club has provided to the Association all the available financial information and, to the best knowledge of the Board of Directors of the Club, the financial information provided accurately sets forth the financial condition of the Club.
- (3) To the best knowledge of the Board of Directors of the Club, all required federal, state, and local tax returns, if any, of the Club 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; the Club has not been delinquent in the payment of any tax, assessment, or governmental charge; the Club 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) To the best knowledge of the Board of Directors of the Club, the Club has not, since June 1, 2014, 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 the Club.

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- (5) To the best knowledge of the Board of Directors of the Club, there are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against the Club which would affect it, its properties, assets or business, and the Club 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 the Club or its properties or assets. The Club 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 the Club which are known to its Board of Directors have been disclosed.

2.02. As a material inducement to the Club to execute this Agreement and perform its obligations hereunder, the Association represents and warrants to the Club as follows:

- (1) The Association 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. The Association is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) The Association has not, since June 1, 2014, 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 the Association.
- (3) All material facts concerning or relating to the Association have been disclosed.

III.

Actions Pending and Prior to the Effective Date of the Merger

3.01.

- (1) Except as limited by subparagraph (2) of this paragraph 3.01, pending consummation of the merger, both corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its organization intact, to retain its present employees, if any, and to maintain its relationships with contractors and others having business relationships with it.
- (2) Except with the prior consent in writing of the Association, pending consummation of the merger, the Club shall not
- (a) create or issue any indebtedness for borrowed money, or

- (b) enter into any transaction other than those involved in carrying on its activities in the ordinary course of business.

3.02. This Agreement shall be submitted separately to the members of each corporation for approval in the manner provided by the laws of the State of Texas.

3.03. Except as may be waived in writing by the Association, all of the obligations of the Club hereunder are subject to fulfillment, prior to or at the Effective Date, of each of the following conditions:

- (1) The representations and warranties of the Club in this Agreement and in any document delivered pursuant hereto shall be deemed to have been made again on the Effective Date and shall then be true and correct, and the Club shall not have discovered any material error, misstatement, or omission therein.
- (2) The Club 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) The Club shall have delivered to the Association a certificate, dated the Effective Date, executed in its corporate name by the President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.03.
- (4) The Club shall have delivered to the Association an opinion of its counsel, dated the Effective Date, to the effect that:
 - (a) The Club 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 activities in which it is engaged, and, if applicable, 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 the Association under this Agreement have been duly and validly executed and delivered by the Club 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.

3.04. Except as may be expressly waived in writing by the Club, all of the obligations of the Association 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 the Association to the Club in this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects, and the Association shall not have discovered any material error, misstatement, or omission therein.
- (2) The Association 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.
- (3) The Association shall have delivered to the Club the opinion, dated the Effective Date, of the Association's counsel, to the effect that:
 - (a) The Association 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 the Association has been duly authorized and approved by requisite corporate action by the Association and this Agreement has been duly executed and delivered by the Association.
- (4) The Association shall have delivered to the Club a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this Paragraph 3.04.
- (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 the Club.

IV.

Board of Directors of Surviving Corporation

Upon the Effective Date of the merger, all of the existing Directors of the Association shall remain Directors of the Association until their successors have been elected or appointed. Upon

the Effective Date of the merger, all of the existing Directors of the Club shall cease to serve as Directors. All persons who at the Effective Date of the merger shall be officers of the Association shall remain as officers of the Association until the Board of Directors shall otherwise elect replacement officers.

V.

Articles of Incorporation of Surviving Corporation

The Articles of Incorporation of the Association, as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation of the Association until altered, amended, or repealed as provided therein or as provided by law.

VI.

Bylaws of the Surviving Corporation

The Bylaws of the Association, as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Association until altered, amended or repealed as provided therein or as provided by law.

VII.

Delivered Documents

All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Club or the Association pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Agreement.

VIII.

Termination Prior to the Effective Date

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 consent of the Board of Directors of the Club and the Board of Directors of the Association.
- (2) At the election of the Board of either the Club or the Association if:
 - (a) the number of members of one (1) of the corporations dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of that corporation, inadvisable or undesirable;
 - (b) any material litigation or proceeding shall be instituted or threatened against one of the corporations, or any of its assets, which, in the opinion of the Board of that corporation, renders the merger inadvisable or undesirable;

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- (c) any legislation shall be enacted which, in the opinion of the Board of that corporation, renders the merger inadvisable or undesirable; or
 - (d) between the date of this Agreement and the Effective Date of the merger, there shall have been, in the reasonable, good faith opinion of the Board of that corporation, a material adverse change in the condition, financial or otherwise, of one of the corporations.
- (3) At the election of the Board of Directors of the Association if, without the prior consent in writing of the Association, the Club shall have:
- (a) created or issued any indebtedness for borrowed money, or
 - (b) entered into any transaction other than those involved in carrying on its ordinary business.

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 has made such election shall give written notice thereof to the other corporation.
- (2) Upon giving notice as provided in subsection (1), this Agreement shall terminate and the proposed merger be abandoned and, except for payment of its respective costs and expenses incident to this Agreement, there shall be no liability on the part of either of the corporations as a result of such termination and abandonment.

IX.

Delivery of Deeds and Other Instruments

The Club hereby agrees that from time to time, as and when requested by the Association 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 Association may deem necessary or desirable in order to perfect in the Association 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.

Use of Swimming Pool and Related Facilities

Notwithstanding the merger, the swimming pool and related facilities owned by the Club as of the day preceding the Effective Date of the merger shall continue to be available for use by

residents in neighboring areas. Provided that, the use of the swimming pool and related facilities by persons who do not own a lot in Fonn Villas Subdivision (i.e., a lot under the jurisdiction of the Association) shall be subject to the payment of an annual membership fee to the Association. The amount of the annual membership fee to be paid by persons who do not own a lot in Fonn Villas Subdivision shall be determined each year by the Board of Directors of the Association. In addition, the Board of Directors of the Association shall determine each year the number of memberships that will be made available to persons who do not own a lot in Fonn Villas Subdivision.

In addition, the Association agrees that, for a period of seven (7) years from the Effective Date of the merger, it will not voluntarily cease to operate the swimming pool and related facilities as recreational amenities for the benefit of the members of the Association and residents of neighboring areas who pay an annual membership fee to the Association. The Association acknowledges that a condition for approval of the merger by the Club is the continued operation of the amenities owned by the Club as of the day preceding the Effective Date of the merger by the Association for at least seven (7) years consistent with the historical use of such amenities (absent any circumstance over which the Association has no control that prevents the Association from doing so).

XI.

Membership in the Club

No member of the Club as of the day preceding the Effective Date of the merger shall receive any refund of fees previously paid to the Club or any other type of compensation from the Club. All privileges of membership in the Club shall cease as of the Effective Date of the merger.

XII.

Notices

Any notice or other communication required or permitted to be given by either party shall be properly given when deposited in the United States mail for transmittal by certified or registered mail, postage prepaid, addressed to the other party, as follows:

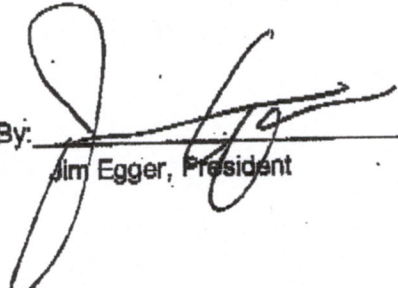
To: Fonn Villas Swim Club, Inc.
Attn: Mr. Alexander Rosca
P.O. Box 79076
Houston, Texas 77279-9076

To: Fonn Villas Civic Association, Inc.
Attn: Mr. David Valerius
P.O. Box 79007
Houston, Texas 77279

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas.

EXECUTED on the date(s) set forth below, to be effective when executed by both parties.

FONN VILLAS CIVIC ASSOCIATION, INC.

By: 
Jim Egger, President

FONN VILLAS SWIM CLUB, INC.

By: 
Alexander Rosca, President

RP 095-72-1140

FILED

2015 SEP 14 PM 1:44

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 095-72-1142

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

SEP 14 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS