

NOTICE
Y

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Managing Agent for Champions Park North Community Improvement Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, for:

- Champions Racquet Club - Section I;
- Champions Racquet Club - Section II;
- Champions Park North, Section 1 (Estates);
- Champions Park North, Section 2;
- Champions Park North, Section 3;
- Champions Park North, Section 4 (including Phases I through III);
- Champions Park North, Section 5 (include Phases I through III); and
- Champions Park North, Dunn.

8EE

hereby records the following dedicatory instrument of the Association in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code:

Certificate of Merger of Champions Park North Community Association, Inc. and Champions Racquet Village Community Association.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

I hereby certify that the information set forth in this instrument is true and correct and that the copy of the Association's dedicatory instrument attached to this instrument is a true and correct copy of the original.

Executed on this 12th day of January, 2015.

CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.

10R

By: SCS Management Services, Inc., Managing Agent


Alicia Newby, Association Manager

ER 065 - 07 - 1147

DEC 17 2014

Corporations Section

CERTIFICATE OF MERGER
of
CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.
and
CHAMPIONS RACQUET VILLAGE COMMUNITY ASSOCIATION

In accordance with Chapter 10 and Title 2 of the Texas Business Organizations Code, Champions Park North Community Improvement Association, Inc. and Champions Racquet Village Community Association adopt the following Certificate of Merger:

1. PARTIES

- a. Champions Park North Community Improvement Association, Inc., a Texas non-profit corporation. This organization will survive the merger.
- b. Champions Racquet Village Community Association, a Texas non-profit corporation. This organization will not survive the merger.

2. PLAN OF MERGER

- a. The Plan of Merger of Champions Racquet Village Community Association with and into Champions Park North Community Improvement Association, Inc. (the "Plan of Merger") is attached hereto as Exhibit A.

3. AMENDMENTS

- a. The Plan of Merger effects the following amendments to the Certificate of Formation (f/k/a Articles of Incorporation) of Champions Park North Community Improvement Association, Inc.:

- i. Article Four of the Certificate of Formation shall be amended to read as follows:

Said corporation is organized exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code, including but not limited to, operating a homeowners association for the owners in the following subdivisions in Harris County, Texas and enforcement of the declarations and restrictions encumbering same, as determined from time-to-time by the Board of Directors of the corporation:

- *Champions Racquet Club - Section I;*
- *Champions Racquet Club - Section II;*
- *Champions Park North, Section 1 (Estates);*
- *Champions Park North, Section 2;*
- *Champions Park North, Section 3;*
- *Champions Park North, Section 4 (including Phases I through III);*
- *Champions Park North, Section 5 (include Phases I through III);*
- *Champions Park North, Dunn; and*

- Any other real property properly annexed into the corporation.

4. APPROVAL

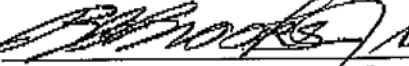
- a. The Plan of Merger has been approved as required by the laws of Texas and by the governing documents of Champions Park North Community Improvement Association, Inc., and Champions Racquet Village Community Association, respectively.
- b. Champions Park North Community Improvement Association, Inc. approved the Plan of Merger on November 17, 2014 at a duly called special meeting of the members at which meeting (i) a quorum was present, and (ii) the Plan was approved by at least two-thirds (66.67%) of the members of the Champions Park North Community Improvement Association, Inc., who were present in person or by proxy and who voted at the special meeting.
- c. Champions Racquet Village Community Association approved the Plan of Merger on November 20, 2014 at a duly called special meeting of the members at which meeting (i) a quorum was present, and (ii) the Plan was approved by at least two-thirds (66.67%) of all members of the Champions Racquet Village Community Association.

5. EFFECTIVENESS OF FILING

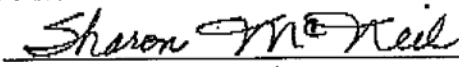
- a. This document becomes effective when the document is accepted and filed by the Secretary of State.

The undersigned execute this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: 
 Print Name: BENJAMIN BROOKS
 Title: PRESIDENT

CHAMPIONS RACQUET VILLAGE COMMUNITY ASSOCIATION

By: 
 Print Name: SHARON MCNEIL
 Title: PRESIDENT

ER 065 - 07 - 1150

PLAN OF MERGER
of
CHAMPIONS RACQUET VILLAGE COMMUNITY ASSOCIATION
with and into
CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.
under the name of
"CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC."

CHAMPIONS RACQUET VILLAGE COMMUNITY ASSOCIATION, a Texas non-profit corporation ("CRV") and CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), sometimes hereafter referred to as the "Surviving Corporation", agree as follows:

I.

General Terms of the Plan

1.01. A plan of reorganization of CRV and the Association, pursuant to the provisions of Chapters 10 and 22 of the Texas Business Organizations Code ("Code"), is adopted as follows:

- (1) CRV 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: CHAMPIONS PARK NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.
- (3) When this Agreement shall become effective, the separate existence of CRV shall cease and the Association shall succeed, without other transfer, to all the rights and property of CRV and shall be subject to all the debts and liabilities of CRV in the same manner as if the Association had itself incurred them. All rights of creditors and all liens upon the property of CRV, 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 CRV, 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 (except as provided in Article V, as to the owners of real property in Champions Creek), the members of CRV shall become members of the Association (by virtue of ownership of a lot under the jurisdiction of the Association as the Surviving Corporation).

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 of Champions Racquet Village Community Association into Champions Park North Community Improvement Association, Inc. 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, CRV represents and warrants to the Association as follows:

- (1) CRV 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) CRV has provided to the Association all the available financial information and, to the best knowledge of the Board of Directors of CRV, the financial information provided accurately sets forth the financial condition of CRV.
- (3) To the best knowledge of the Board of Directors of CRV, all required federal, state, and local tax returns, if any, of CRV 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; CRV has not been delinquent in the payment of any tax, assessment, or governmental charge; CRV 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 CRV, CRV has not, since January 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 CRV.
- (5) To the best knowledge of the Board of Directors of CRV, there are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against CRV which would affect it, its properties, assets or business, and CRV 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 CRV or its properties or assets. CRV 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 CRV which are known to its Board of Directors have been disclosed.

2.02. As a material inducement to CRV to execute this Agreement and perform its obligations hereunder, the Association represents and warrants to CRV 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 January 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, CRV 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 or a summary of the Agreement has been or 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 CRV hereunder are subject to fulfillment, prior to or at the Effective Date, of each of the following conditions:

- (1) The representations and warranties of CRV 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 CRV shall not have discovered any material error, misstatement, or omission therein.
- (2) CRV 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) CRV 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) 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 CRV, 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 CRV 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 CRV 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.

- (4) 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.
- (5) 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 CRV.

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 CRV shall cease to serve as Directors. All persons who upon 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.

Certificate of Formation of Surviving Corporation

The Certificate of Formation of the Association (f/k/a Articles of Incorporation), existing on the Effective Date of the merger, shall continue in full force as the Certificate of Formation of the Association until altered, amended, or repealed as provided therein or as provided by law, except the first paragraph of Article Four of the Certificate of Formation shall be amended to read as follows:

Said corporation is organized exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code, including but not limited to, operating a homeowners association for the owners in the following subdivisions in Harris County, Texas and enforcement of the declarations and restrictions encumbering same, as determined from time-to-time by the Board of Directors of the corporation:

- Champions Racquet Club - Section I;
- Champions Racquet Club - Section II;
- Champions Park North, Section 1 (Estates);
- Champions Park North, Section 2;
- Champions Park North, Section 3;
- Champions Park North, Section 4 (Including Phases I through III);
- Champions Park North, Section 5 (include Phases I through III);
- Champions Park North, Dunn; and
- Any other real property properly annexed into the corporation.

Upon the Effective Date of the Merger that certain real property described in Exhibit "B" of the Certificate of Formation (f/k/a Articles of Incorporation) for CRV, which real property is now known as Champions Creek, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 316, Page 112 of the Map Records of Harris County, Texas ("Champions Creek"), will be de-annexed from the Association and the owners of property in Champions Creek will not be Members of the Association, as the Surviving Corporation.

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, except Article II, Section 6 shall be amended to read as follows:

Section 6. "Restrictions" shall mean and refer to those certain Instruments entitled set forth below, as well as any proper amendments thereto:

Champions Racquet Village:

- Restrictions – County Clerk's File No. G137624; and
- Amendment to Restrictions – County Clerk's File No. H438271.

Champions Park North:

- Declaration of Covenants, Conditions and Restrictions Champions Park North a Subdivision in Harris County, Texas – County Clerk's File No. L800661;
- Declaration of Covenants, Conditions and Restrictions of Champions Park North, Section Four, Phase I a Subdivision in Harris County, Texas – County Clerk's File No. N491377;
- Declaration of Covenants, Conditions and Restrictions of Champions Park North, Section Four, Phase II a Subdivision in Harris County, Texas – County Clerk's File No. P149846;
- Declaration of Covenants, Conditions and Restrictions Champions Park North, Section Four, Phase III a Subdivision in Harris County, Texas – County Clerk's File No. P501816;
- Amendment to Declaration of Covenants, Conditions and Restrictions of Champions Park North, Section Five – County Clerk's File No. P774531;
- Declaration of Covenants, Conditions and Restrictions 2.7153 Acres for Champions Park North, Section Dunn – County Clerk's File No. P861782;
- Agreement and Amendment Relating to the Declaration of

Covenants, Conditions and Restrictions for Champions Park North, Section Dunn – County Clerk’s File No. S993386;

- Amendment to the Declaration of Covenants, Conditions and Restrictions for Champlons Park North, Section Dunn – County Clerk’s File No. S993387; and
- Declaration of Covenants, Conditions and Restrictions Estates at Champions Park North, a Subdivision in Harris County, Texas – County Clerk’s File No. T652497.

VII.

Restrictions/Assessments

The restrictive covenants applicable to the real property under the jurisdiction of the Association, as the Surviving Corporation, shall remain in effect without alteration or amendment. Assessments levied against lots under the jurisdiction of the Association, as the Surviving Corporation, after the Effective Date shall be uniform. Provided, however, after the Effective Date:

(i) Champions Creek will no longer, in any way, be restricted by those certain instruments entitled and filed of record in the Official Public Records of Real Property of Harris County, Texas as follows:

- Restrictions – County Clerk’s File No. G137624; and
- Amendment to Restrictions – County Clerk’s File No. H438271 (including without limitation, the “Notice of Annexation” located at Film Code No. 013-99-0824), and

(ii) Champlons Racquet Village will no longer be encumbered by the “Supplemental Declaration of Covenants, Conditions and Restrictions pertaining to lots out of Champions Racquet Club, Section I (also called Champions Park North Section III) and Champions Racquet Club, Section II (also called Champlons Park North Section II) Subdivisions in Harris County, Texas” – County Clerk’s File No. M9511393 (“Supplemental Declaration”), which Supplemental Declaration will be considered terminated by its own terms in accordance with Article III, Section 5 of said Supplemental Declaration.

VIII.

Delivered Documents

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

IX.**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 CRV and the Board of Directors of the Association.
- (2) At the election of the Board of either CRV 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;
 - (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, CRV 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.

X.

Delivery of Deeds and Other Instruments

CRV 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.

XI.

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: Champions Racquet Village Community Association
Attn: Ms. Nancy Calloway
SCS Management Services, Inc.
7170 Cherry Park Drive, Suite 100
Houston, Texas 77095

To: Champions Park North Community Improvement Association, Inc.
Attn: Ms. Alicia Newby
SCS Management Services, Inc.
7170 Cherry Park Drive, Suite 100
Houston, Texas 77095

XII.

Miscellaneous

This instrument and any exhibits hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

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.

**CHAMPIONS RACQUET VILLAGE
COMMUNITY ASSOCIATION**

Date: 6-16-2014

By: Sharon McNeil

Printed: SHARON MCNEIL

Its: President

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned notary public, on this 16 day of June, 2014 personally appeared Sharon McNeil, President of Champions Racquet Village Community Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Sharon Griffith

Notary Public in and for the State of Texas



**CHAMPIONS PARK NORTH COMMUNITY
IMPROVEMENT ASSOCIATION, INC.**

Date: 31 Oct. 2014

By: B. Brooks

Printed: BENJAMIN BROOKS

Its: President

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned notary public, on this 31 day of Oct., 2014 personally appeared Benjamin Brooks, President of Champions Park North Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Sharon Griffith

Notary Public in and for the State of Texas



ER 065 - 07 - 1160

20150013860
Pages 15
01/12/2015 12:43:45 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 68.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS