RETURN TO
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
2033 MAIN STREET, SUITE 600
SARASOTA, FLORIDA 34237

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on May 26, 2006, for CAMELOT COMMUNITIES MHP, LLC, the surviving Florida entity, as shown by the records of this office.

The document number of this corporation is L06000011361.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006102622 10 PGS
2006 JUN 02 05:38 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CEAGLETO Receipt#792613

2006102622

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of May, 2006

Sue M. Cobb
Secretary of State

CR2EO22 (01-06)

FILED
2006 MAY 26 PM 1:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
Camelot Communities MHP JV	Oregon	joint venture
Camelot Communities MHP LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
Camelot Communities MHP, LLC	Florida	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes, as well as Oregon Revised Statutes 67.360 et. seq.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

N/A.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
(see attached signature page)		

Corporations:	Chairman, Vice Chairman, President or Officer *(If no directors selected, signature of incorporator.)*
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:		
	For each Limited Liability Company:	$25.00
	For each Corporation:	$35.00
	For each Limited Partnership:	$52.50
	For each General Partnership:	$25.00
	For each Other Business Entity:	$25.00

Certified Copy (optional): $30.00

CERTIFICATE OF MERGER SIGNATURE PAGE

(Note: Please see instructions for required signatures.)

Name of Entity	Signature(s)	Typed or Printed Name of Individual
Camelot Communities MHP, JV By: The Ben F. Ivy Trust u/a/d 4/28/83, its Managing Joint Venturer	Catherine E. Ivy Co-Trustee Michael D. Allard Co-Trustee	Catherine E. Ivy, Co-Trustee Michael D. Allard, Co-Trustee
Camelot Communities MHP, LLC By: Olympic Management, LLC, its Manager By: The Ben F. Ivy Trust u/a/d 4/28/83, its Manager	Catherine E. Ivy Co-Trustee Michael D. Allard Co-Trustee	Catherine E. Ivy, Co-Trustee Michael D. Allard, Co-Trustee

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
Camelot Communities MHP, JV, ("Camelot Joint Venture")	Oregon	joint venture
Camelot Communities MHP, LLC ("Camelot LLC")	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
Camelot Communities MHP, LLC	Florida	limited liability company

THIRD: The terms and conditions of the merger are as follows:

See attached Exhibit "A".

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Ivy Trust and Camelot L.P. shall receive member interests in Camelot LLC in amounts equal to the proportionate joint venture interests each held in Camelot Joint Venture prior to the merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

This plan of merger was duly authorized and approved by Camelot Joint Venture in accordance with Oregon Revised Statutes 67.360, and other applicable laws of the State of Oregon.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

1. Binding Effect. This plan of merger shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

2. Effective Date. This merger shall be effective as of the date of the filing of the Articles of Merger with the Florida Department of State.

(Attach additional sheet if necessary)

CERTIFICATE OF MERGER SIGNATURE PAGE

(Note: Please see instructions for required signatures.)

Name of Entity	Signature(s)	Typed or Printed Name of Individual
Camelot Communities MHP, JV By: The Ben F. Ivy Trust u/a/d 4/28/83, its Managing Joint Venturer	Catherine E. Ivy Co-Trustee	Catherine E. Ivy, Co-Trustee
	Co-Trustee	Michael D. Allard, Co-Trustee
Camelot Communities MHP, LLC By: Olympic Management, LLC, its Manager By: The Ben F. Ivy Trust u/a/d 4/28/83, its Manager	Catherine E. Ivy Co-Trustee	Catherine E. Ivy, Co-Trustee
	Co-Trustee	Michael D. Allard, Co-Trustee

EXHIBIT "A"

Terms and Conditions of Merger:

1. Surviving Entity. Camelot Joint Venture and Camelot LLC plan to merge into Camelot LLC which shall become the surviving entity. Upon conclusion of the merger, the name of the surviving entity shall be Camelot Communities MHP, LLC, a Florida limited liability company.

2. Effect of Merger. Camelot Joint Venture shall be merged into Camelot LLC by the transfer to Camelot LLC of all the assets of Camelot Joint Venture subject to all its liabilities and obligations, which liabilities and obligations Camelot LLC shall assume, in complete cancellation of all the joint venture interests in Camelot Joint Venture.

3. Consent of the Joint Venturers and Members. The Ben F. Ivy Living Trust u/a/d April 28, 1983 ("Ivy Trust") and Camelot Communities MHP, L.P., a California limited partnership ("Camelot LP") are the sole joint venturers of Camelot Joint Venture. Ivy Trust is the sole general partner of Camelot L.P. The Ivy Trust and Camelot L.P. constitute all of the members of Camelot LLC. Olympic Management LLC, a Nevada limited liability company ("Olympic Management"), is the sole manager of Camelot, LLC. Ivy Trust and Camelot L.P., as all of the joint venturers of Camelot Joint Venture and as all of the members of Camelot LLC, hereby adopt and approve the foregoing plan of merger.

4. Officers and Directors. Olympic Management shall continue to serve as the sole manager of Camelot LLC, the surviving entity of the merger.

5. Conversion of Ownership Interests. Ivy Trust and Camelot L.P. shall receive member interests in Camelot LLC in amounts equal to the proportionate joint venture interests each held in Camelot Joint Venture prior to the merger.

6. Filing. Camelot LLC, as the surviving entity, shall deliver to the Florida Department of State, a Certificate of Merger for filing which shall comply with the provisions of Section 620.4382 , Florida Statutes.

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