

## AGREEMENT AND PLAN OF MERGER

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('Plan' or 'Merger Agreement') dated as of 20, December, 2022, between VILLAS AT EAGLE'S BLUFF (THE VILLAS), and EAGLE'S BLUFF COMMUNITY ASSOCIATION, INC., a Texas corporation (EAGLE'S BLUFF). THE VILLAS and EAGLE'S BLUFF are hereinafter collectively referred to as the 'Constituent Corporations'.

W I T N E S S E T H: -----

WHEREAS THE VILLAS is a non-profit corporation duly organized and existing under the laws of the State of Texas, having filed its Articles of Incorporation in the office of the Secretary of State of Texas on March 7, 2018.

WHEREAS the respective Declarant of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that THE VILLAS be merged with and into EAGLE'S BLUFF, which shall be the surviving corporation, as authorized by the statutes of the State of Texas and pursuant to the terms and conditions hereinafter set forth, and each such Director has duly approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms of the merger (the 'Merger') provided by this Merger Agreement, the mode of carrying the same into effect and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Merger Agreement, and subject to the conditions hereinafter set forth, as follows:

### ARTICLE I THE MERGER SECTION

**1.01. The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Texas Law, at the Effective Time (as defined in Section 1.02), THE VILLAS shall be merged with and into EAGLE'S BLUFF. As a result of the Merger, the separate corporate existence of THE VILLAS shall cease, and EAGLE'S BLUFF shall continue as the surviving corporation in the Merger (the 'Surviving Corporation'). The name of the Surviving Corporation shall remain EAGLE'S BLUFF COMMUNITY ASSOCIATION, INC.

**1.02. Effective Time.** As promptly as practicable after the approval hereof by the shareholders of each Constituent Corporation and the execution and delivery of this Agreement by each of the parties hereto, the parties hereto shall cause the Merger to be consummated by filing of articles of merger (the 'Articles of Merger') with the Secretary of State of the State of Texas, in such form as required by, and executed in accordance with the relevant provisions of, Texas Law (the date and time of such filing being the 'Effective Time').

**1.03. Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Texas Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of THE VILLAS shall vest in the Surviving Corporation, and all debts, liabilities and duties of THE VILLAS shall become the debts, liabilities and duties of the Surviving Corporation.

**1.04. Articles of Incorporation; By-Laws.** At the Effective Time, the Articles of Incorporation and the By-laws of EAGLE'S BLUFF, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation.

**1.05. Directors and Officers.** The directors of EAGLE'S BLUFF immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation, and the officers of EAGLE'S BLUFF immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

## **ARTICLE II APPROVAL AND EFFECTIVE TIME OF THE MERGER**

**2.01. Approval and Effective Time of the Merger.** The Merger shall become effective when certified, executed, and acknowledged in accordance with the Texas Corporations Law and appropriate Articles of Merger shall be filed and recorded in the office of the Secretary of State of the State of Texas.

## **ARTICLE III NAME**

**3.01. Association's Name.** The name and place of incorporation of each constituent corporation is:

- A. THE VILLAS AT EAGLE'S BLUFF, INC., (the 'Disappearing Corporation');
- B. EAGLE'S BLUFF COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation (the 'Surviving Corporation').

## **ARTICLE IV ADOPTION OF THE PLAN OF MERGER**

**4.01. Adoption of the Plan of Merger.** The respective Declarants of the Surviving Corporation and the Disappearing Corporation have duly and validly adopted the Plan of Merger, containing the information required by Article 5.02 of the Texas Business Corporations Act ('TBCA') has been adopted by the Declarant of each corporation that is a party to the merger.

## **ARTICLE V STOCKHOLDER APPROVAL**

**5.01 Stockholder Approval.** The Plan of Merger was duly submitted to the Declarant and/or Board of Directors of EAGLE'S BLUFF, the Surviving Corporation, and the Declarant of the Disappearing Corporation in accordance with the laws of the State of Texas and approved thereby the members of the Surviving Corporation.

## **ARTICLE VI AMENDMENTS TO THE ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION**

**6.01. Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation in all respects.

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**ARTICLE VII  
PLAN OF MERGER**

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**7.01. Plan of Merger.** A copy of the Plan of Merger is attached hereto as 'Exhibit A' and incorporated herein by this reference.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**8.01. Miscellaneous.** For the convenience of the parties, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument. (b) It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Texas shall govern the enforceability and validity of this Merger Agreement, the construction of its terms and the interpretation of the rights and duties of the parties; provided, however, that with respect to matters of law concerning the internal affairs of any entity that is a party to or the subject of this Merger Agreement the law of the jurisdiction of organization of such entity shall govern. (c) This Merger Agreement may not be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, EAGLE'S BLUFF has caused this Merger Agreement to be signed by its President and attested by its Secretary and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Declarant approving this Merger Agreement, and THE VILLAS has caused this Merger Agreement to be signed by its President and attested by its Secretary and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Declarant approving this Merger Agreement, all on the date first above written.

The undersigned officer of the Surviving Corporation to a Plan of Merger submits the following Articles of Merger pursuant to the provisions of Article 5.04 of the Texas Business Corporations Act ('TBCA').

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 15<sup>th</sup> day of December 2022.

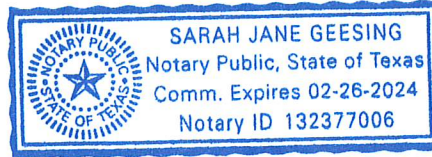
12/15/22  
Date

Rody C. Aguirre  
Agent of Eagle's Bluff Community Association, Inc.

STATE OF TEXAS

COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on the 20 day of December, 2022, personally appeared, Steven C. Plybon, to me known to be the Declarant of The Villas at Eagle's Bluff, and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.

  
Notary Public, State of Texas  
My Commission

Expires: 02-26-2024

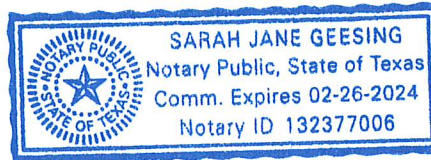
12-20-22  
Date

  
Declarant of The Villas at Eagle's Bluff

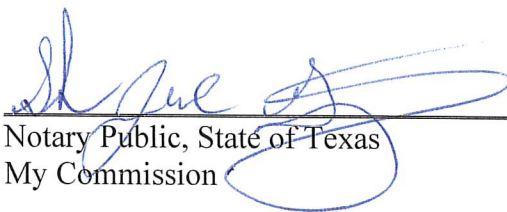
STATE OF TEXAS

COUNTY OF CHEROKEE

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BEFORE ME, the undersigned authority, on the 15 day of December, 2022, personally appeared, Randy C. Hopmann, to me known to be the Declarant and/or member of the Board of Directors for Eagle's Bluff Community Association, Inc., and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.

  
Notary Public, State of Texas  
My Commission

Expires: 02-26-2024

HONORABLE Laverne Lusk, COUNTY CLERK  
Cherokee County

Jan 03, 2023

Cherokee County  
as stamped hereon by me.

STATE OF TEXAS  
COUNTY OF CHEROKEE  
I hereby certify that this instrument  
was filed on the date and time stamped  
hereon by me and was duly recorded in  
the volume and page of the named  
records of:

By,  
Patty Miller,  
Deputy

Document Number: 00719800

Recordings  
As a

On: Jan 03, 2023 at 12:58P

Filed for Record in:  
Official Public Records  
Cherokee County

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