

Exhibit A to Articles of Merger

PLAN OF MERGER

CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION
(A VIRGINIA NONSTOCK CORPORATION)

MERGING WITH

NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN
HOME OWNERS ASSOCIATION
(A VIRGINIA NONSTOCK CORPORATION)

RESULTING IN

CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC.
(A VIRGINIA NONSTOCK CORPORATION)

THIS PLAN and AGREEMENT OF MERGER (herein called "this Agreement"), dated this day of 2015, by and between CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (referred to herein as CGHOA) and NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION, a Virginia nonstock corporation (referred to herein as 34HOA), each of which nonstock corporations is sometimes described in this agreement as a "Participating Nonstock Corporation,"

W I T N E S S E T H:

WHEREAS, CGHOA is a nonstock corporation duly organized and existing by merger under the laws of the Commonwealth of Virginia, having been incorporated on December 13, 1978, and 34HOA is a nonstock corporation duly organized and existing under the laws of the Commonwealth of Virginia, having been incorporated on May 14, 1984; and,

WHEREAS, both of the Participating Nonstock Corporations are homeowner associations serving a single contiguous Cardinal Glen community in Sterling, Virginia, that was established and developed in four separate sections by three different builders at different times,

but sharing the same access, entry, roadways, neighborhood, and interests; and,

WHEREAS, the board of directors of each Participating Nonstock Corporation finds it advisable for the general welfare and advantage of the Participating Nonstock Corporations and their respective members, owners of the residential lots and homes in the Cardinal Glen community, that the Participating Nonstock Corporations merge together to form a new, single, nonstock corporation pursuant to this Agreement, and the Participating Nonstock Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the law of the Commonwealth of Virginia;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties do hereby agree, in accordance with the applicable provisions of the law of the Commonwealth of Virginia that the Participating Nonstock Corporations shall merge and be merged into a single, new, nonstock corporation, namely, **CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC.**, a Virginia nonstock corporation not now existing and to be and become newly-formed as the survivor corporation resulting from the merger of the Participating Nonstock Corporations (which newly-formed nonstock corporation is referred to herein as the “Surviving Nonstock Corporation”), and the terms and conditions of the merger hereby agreed upon (referred to herein as the “Merger”) which the parties covenant to observe, keep and perform, and the mode of carrying the Merger into effect, are and shall be as set forth hereinafter.

ARTICLE I - Effective Time of the Merger

At the effective time of the Merger, the separate existence of CGHOA and the separate existence of 34HOA shall cease and each shall be merged into the Surviving Nonstock Corporation. For accounting purposes, consummation of this Agreement shall be effected on, 2015.

ARTICLE II - Bylaws

The Bylaws of the Surviving Nonstock Corporation shall be such as are adopted by the Board of Directors of the Surviving Nonstock Corporation at its initial or organizational meeting, and the Bylaws of Cardinal Glen of Sterling Homeowners Association, in the form approved by the directors of CGHOA and the directors of 34HOA at the time of their respective approvals of this Agreement and plan of Merger, shall be the initial Bylaws of the Surviving Nonstock Corporation until the same may be altered or amended in accordance with the provisions thereof.

ARTICLE III - Directors and Officers

The individuals serving as directors of CGHOA and the individuals serving as directors of 34HOA at the effective time of the Merger shall be the directors of the Surviving Nonstock Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and by the Bylaws of the Surviving Nonstock Corporation, the individuals serving as officers of the Surviving Nonstock Corporation shall be chosen in the manner as therein provided.

ARTICLE IV - The Effect of the Merger

A. At the effective time of the Merger, there shall be no change to the conditions of membership, nor to the rights, obligations, duties, or privileges of the members. Persons or entities now members of the Associations for Cardinal Glen Section 1, Section 2, Section 3, and Section 4, shall automatically and without more, become members of the Surviving Nonstock Corporation and each person or entity now a member of any such Section of Cardinal Glen shall remain subject to the respective Declarations governing such owner's ownership of a lot. Ownership of any lot in Cardinal Glen shall remain the sole qualification for membership in the Surviving Nonstock Corporation, which shall consolidate the oversight and continue the administration of the Declarations for each of the four Sections of Cardinal Glen.

B. At the effective time of the Merger, the Surviving Nonstock Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises of both a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each Participating Nonstock Corporation, and all of the rights, privileges, immunities, powers and franchises of each Participating Nonstock Corporation and all property, real, personal and mixed, and all debts due to either of the Participating Nonstock Corporations on whatever account shall be vested in the Surviving Nonstock Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Nonstock Corporation as they were of the respective Participating Nonstock Corporations, and the title to any real estate vested by deed or otherwise in either of said Participating Nonstock Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all of the rights of creditors and all liens upon any property of either of said Participating Nonstock Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens as of the effective time of the Merger, and all debts, liabilities and duties of said Participating Nonstock Corporations, respectively, shall thenceforth attach to the Surviving Nonstock Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Nonstock Corporation.

ARTICLE V - Operations

Prior to the effective time of the Merger, neither of the Participating Nonstock Corporations shall engage in any activity or transaction other than an activity or transaction in the ordinary course of business and except as contemplated by the Agreement.

ARTICLE VI - Approval of Members, Filing of Certificate

This Agreement shall be submitted to the members of each of the Participating Nonstock

Corporations as provided by law and by their respective certificates of incorporation at meetings which shall be held on or on such other date as the Boards of Directors of the Participating Nonstock Corporations shall mutually approve. After such adoption and approval by the members and subject to the conditions contained in this Agreement, Articles of Merger shall be signed, verified and delivered to the State Corporation Commission of the Commonwealth of Virginia.

ARTICLE VII - Conduct Pending Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Participating Nonstock Corporations will, without the prior written consent of the other:

- (a) Amend its existing Articles of Incorporation or existing Bylaws except as may be necessary to enable it to carry out any provision of this Agreement; and
- (b) Engage in any material activity or transaction or incur any material obligation, whether by contract or otherwise, and except in the ordinary course of its business.

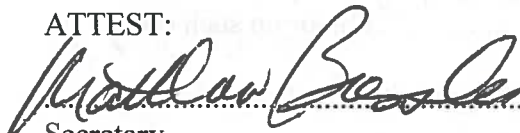
ARTICLE VIII - Articles of Incorporation

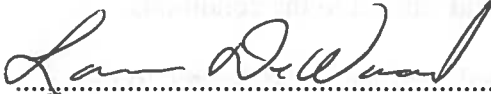

The Articles of Incorporation of the Surviving Nonstock Corporation, to be known as Cardinal Glen of Sterling Homeowners Association, Inc., shall be as set forth in Attachment 1 of the Plan of Merger and shall be the Articles of Incorporation to be submitted to the State Corporation Commission pursuant to ARTICLE VI of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed below by all of the directors of each of the Participating Nonstock Corporations and each has affixed its corporate seal hereto and caused attestation by the Secretary or Assistant Secretary of such Participating Nonstock Corporation, all as of the day and year first above written.

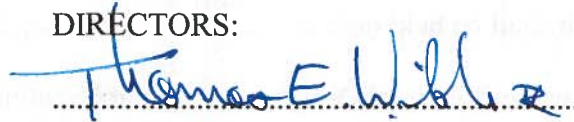

CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION

ATTEST:


Secretary

DIRECTORS:

NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION

ATTEST:


Secretary



DIRECTORS:

