

FILED EFFECTIVE

2017 NOV 13 PM 4: 27

PLAN OF MERGER

SECRETARY OF STATE
STATE OF IDAHO

Effective Nov. 13, 2017 RIDGEPOINTE CONDOMINIUM PHASE ONE OWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation ("Surviving Corporation") and RIDGEPOINTE CONDOMINIUM OWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation ("Merging Corporation") agree as follows:

1. BACKGROUND.

1.1 Plan of Merger. The Surviving Corporation and the Merging Corporation, have entered into this Plan of Merger ("Plan of Merger") which provides for the merger of the Merging Corporation with and into the Surviving Corporation.

1.2 Merging Corporation.

1.2.1 Merging Corporation. The name of the Merging Corporation is Ridgepointe Condominium Owners' Association, Inc.

1.2.2 Governing Law. The Merging Corporation is a nonprofit corporation that was incorporated in Idaho and subject to Idaho law.

1.3 Surviving Corporation.

1.3.1 Surviving Corporation. The name of the Surviving Corporation is Ridgepointe Condominium Phase One Owners' Association, Inc.

1.3.2 Governing Law. The Surviving Corporation is a nonprofit corporation that was incorporated in Idaho and subject to Idaho law.

1.4 Merging Corporation Member Approval. The Members of the Merging Corporation have approved the merger with and into the Surviving Corporation and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, the Idaho Code § 30-22-201, *et seq.*, and all other applicable laws, and the respective Articles of Incorporation and Bylaws of the Merging Corporation, and any amendments thereto.

1.5 Surviving Corporation Member Approval. The Members of the Surviving Corporation have approved the merger of the Merging Corporation with and into the Surviving Corporation and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, Idaho Code § 30-22-201, *et seq.*, and all other applicable laws, the Articles of Incorporation and the Bylaws of the Surviving Corporation, and any amendments thereto.

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2. THE MERGER.

2.1 **The Merger.** Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined in Section 2.2), in accordance with Idaho Code § 30-22-201, *et seq.*, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall thereupon cease (the “Merger”). Surviving Corporation shall survive in the Merger.

2.2 **Effective Time of the Merger.** The Merger shall become effective as of 12:01 AM, Pacific Time on 11/13/2017 (the “Effective Time”).

2.3 **Effects of Merger.** The Merger shall have the effects set forth in Idaho Code § 30-22-201, *et seq.*, and all other applicable laws.

3. SURVIVING CORPORATION.

3.1 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation, and any amendments thereto, shall remain the same and in no way be affected or changed because of the merger.

3.2 **Bylaws.** The Bylaws of the Surviving Corporation, and any amendments thereto, shall remain the same and in no way be affected or changed because of the merger.

3.3 **Directors and Officers.** At and after the Effective Time, the directors and officers of the Surviving Corporation, shall remain as the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation’s Articles of Incorporation and Bylaws.

4. MEMBERSHIP.

4.1 **Conversion of Merging Corporation’s Membership.** Upon the Effective Time, each member of the Merging Corporation shall (without further action of the Merging Corporation or the Surviving Corporation) thereupon be converted into membership in the Surviving Corporation, as set forth in the Articles of Incorporation and Bylaws.

4.2 **No Change to Surviving Corporation Membership.** Upon the Effective Time, each member of the Surviving Corporation, will hold membership in the Surviving Corporation immediately after the Merger as held immediately prior to the Merger, subject to the terms and conditions of the Articles of Incorporation and Bylaws.

5. INTERPRETATION.

5.1 Amendment. This Plan of Merger may be amended by an instrument in writing signed on behalf of each of the parties in accordance with Idaho Code § 30-22-201, *et seq.*

5.2 Notices. All notices and other communications ("Notices") under this Plan of Merger (i) shall be in writing, and (ii) shall be addressed or delivered to the following

If to the Surviving Corporation

Ridgepointe Condominium Phase One Owners' Association, Inc.
c/o HOA Administration
21 W. Commerce Dr., Unit E
Hayden, ID 83835

With copy to:

Peter J. Smith IV
SMITH + MALEK, PLLC
601 E. Front Ave., Suite 304
Coeur d'Alene, ID 83814

If to the Merging Corporation

Ridgepointe Condominium Owners' Association, Inc.

c/o HOA Administration
21 W. Commerce Dr Unit E
Hayden ID 83835

Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person or by facsimile, or (ii) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

5.3 Interpretation. This Plan of Merger (and the other documents and instruments referenced in this Plan of Merger) (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral,

among the parties, or any of them, regarding the subject matter of the agreements, (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties, and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Idaho.

5.4 Counterparts. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5.5 Parties in Interest. This Plan of Merger shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns. Nothing in this Plan of Merger, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Plan of Merger.

6. Certification.

6.1 Merging Corporation. By signing below, the officer or director of the respective Merging Corporation, certifies that he or she is a duly elected and acting officer or director, and that the necessary number of Members approved this Plan of Merger.

6.2 Surviving Corporation. By signing below the officer or director of the Surviving Corporation, certifies that he or she is a duly elected and acting officer or director, and that the necessary number of Members approved this Plan of Merger.

IN WITNESS WHEREOF, the undersigned have caused this Plan of Merger to be duly executed by their authorized officers or directors, as of the date first above stated, effective as of the filing of this Plan of Merger with the Secretary of State for the State of Idaho.

RIDGEPOINTE CONDOMINIUM
PHASE ONE OWNERS'
ASSOCIATION, INC

RIDGEPOINTE CONDOMINIUM
OWNERS' ASSOCIATION, INC.

Patricia A. Buck

By: *Patricia A. Buck*
Its: *President*
"Surviving Corporation"

Jim Hall

By: *Jim Hall*
Its: *DIRECTOR*
"Merging Corporation"