

**PLAN OF MERGER
AND
MERGER AGREEMENT
BETWEEN
BOOTH FARMS COMMUNITY ASSOCIATION, INC.
AND
SUNRIDGE AT BOOTH FARMS COMMUNITY ASSOCIATION, INC.**

This Plan of Merger and Merger Agreement ("Merger Agreement") between Booth Farms Community Association, Inc., a Colorado nonprofit corporation ("Booth Farms") and Sunridge at Booth Farms Community Association, Inc., a Colorado nonprofit corporation ("Sunridge") is entered into pursuant to C.R.S. § 38-33.3-221, § 7-131-101 et seq. and § 7-90-203, and is effective as of the date recorded with the Clerk and Recorder of Weld County, Colorado.

Recitals

A. Booth Farms is the governing community association for the common interest community in Weld County, Colorado known as West View at Booth Farms ("West View Community") pursuant to the Declaration of Covenants, Conditions, and Restrictions for West View at Booth Farms recorded with the Clerk and Recorder of Weld County, Colorado on February 13, 2002 at Reception No. 2924876 ("West View Declaration").

B. Sunridge is the governing community association for the common interest community in Weld County, Colorado known as Sunridge at Booth Farms ("Sunridge Community") pursuant to the Community Declaration for Mountain Shadow recorded with the Clerk and Recorder of Weld County, Colorado on January 5, 2001 at Reception No. 2817715, as amended by the First Amendment to Community Declaration for Mountain Shadow (which changed the name of the initial Declaration to Community Declaration for Sunridge at Booth Farms) recorded with the Clerk and Recorder of Weld County, Colorado on March 21, 2001 at Reception No. 2833952 (collectively, the "Sunridge Declaration").

C. The Sunridge Community and the West View Community are adjacent to each other, and both communities are presently of the same form of ownership.

D. For reasons of administrative efficiency and overall simplification in the governance of the respective communities, it is in the best interest of Booth Farms and Sunridge (as well as the members of both associations) to merge Sunridge into Booth Farms pursuant to the terms and conditions of this Merger Agreement.

E. As certified to by the Presidents of Booth Farms and Sunridge in their Certifications attached to this Merger Agreement, at the time this Merger Agreement is recorded it has been adopted and approved by (1) the Executive Board of Booth Farms, (2) the Board of Directors of Sunridge, (3) the Owners in the West View Community to which at least 67% of the votes in Booth Farms are allocated, and (4) the Owners in the Sunridge Community to which at least 67% of the votes in Sunridge are allocated.

MBG (4/8/2008)

After recording, return to: Richard S. Gast, Myatt Brandes & Gast PC
323 S. College Avenue, Suite 1, Fort Collins, CO 80524

Merger Agreement

1. Incorporation of Recitals. The above Recitals are incorporated into this Merger Agreement as substantive terms.

2. Effective Date. The effective date of this Merger Agreement, and the merger reflected in this Merger Agreement, is the date on which this Merger Agreement is recorded with the Clerk and Recorder of Weld County, Colorado.

3. Merging Entities. The full names and entity information for the merging entities are as follows:

<u>Name</u>	<u>Form of Entity/Jurisdiction</u>
Booth Farms Community Association, Inc.	A Colorado nonprofit corporation
Sunridge at Booth Farms Community Association, Inc.	A Colorado nonprofit corporation

4. Surviving Entity. The full name and entity information for the surviving entity are as follows:

<u>Name</u>	<u>Form of Entity/Jurisdiction</u>
Booth Farms Community Association, Inc.	A Colorado nonprofit corporation

5. Cessation of Sunridge Existence. As of the effective date of the merger, Sunridge shall be considered merged into Booth Farms and the separate existence of Sunridge shall cease.

6. Booth Farms as Legal Successor. Booth Farms is the legal successor, for all purposes, of Sunridge, and the operations and activities of Sunridge are merged into Booth Farms, which holds all powers, rights and obligations, assets and liabilities of Sunridge, as well as continuing to hold its own powers, rights, obligations, assets and liabilities.

7. Booth Farms Directors and Officers. The directors and officers of Booth Farms on the effective date of the merger shall remain as the directors and officers following the merger until their successors are duly elected and qualified. The Booth Farms directors will be elected by Owners within both the West View Community and the Sunridge Community.

8. Title to Real Estate and Other Property. The title to all real estate and other property owned by Sunridge is transferred to and vested in Booth Farms without reversion or impairments. Such transfer to and vesting in Booth Farms shall be deemed to occur by operation of law without any further instrument of conveyance, and no consent or approval of any person shall be required in connection with any such transfer or vesting.

9. Membership and Voting. All members of Sunridge shall be members of Booth Farms, and shall have all rights and responsibilities of Booth Farms members. Members of Booth Farms shall be the Owners of Lots subject to the West View Declaration and the Sunridge

Declaration. Pursuant to Article 3.8 of the Booth Farms Bylaws, there shall be one vote per Lot owned by a member which vote may be cast in accordance with the provisions of that Article 3.8.

10. Applicability of Declarations/Governance. The West View Community shall continue to be subject to the West View Declaration, and the Sunridge Community shall continue to be subject to the Sunridge Declaration. As a result of this merger, the Sunridge Community will not be subject to the West View Declaration and the West View Community will not be subject to the Sunridge Declaration. However, Booth Farms will administer both the West View Declaration as it applies to the West View Community, and the Sunridge Declaration as it applies to the Sunridge Community. Accordingly, Booth Farms shall have the power to enforce the provisions of both the West View Declaration and the Sunridge Declaration.

11. Use of Common Elements. Subject to the provisions of the West View Declaration and the Sunridge Declaration, members of Booth Farms shall have the right and the easement to use the Common Elements identified in the West View Declaration and the Common Elements identified in the Sunridge Declaration.

12. Allocation of Assessments. Assessments for Common Expenses shall be levied by Booth Farms and allocated in accordance with the West View Declaration and the Sunridge Declaration, both of which provide that each Lot will be allocated a fractional share of the assessments the numerator of which is one and the denominator of which is the total number of Lots subject to the West View Declaration and the Sunridge Declaration, provided however that Booth Farms may allocate expenses relating to fewer than all of the Lots to the Owners of those affected Lots only.

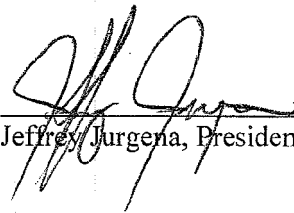
13. No Amendments to Booth Farms Articles of Incorporation. The Booth Farms Articles of Incorporation as they exist on the effective date of this merger shall be and remain the Articles of Incorporation of Booth Farms. No amendments are contemplated in connection with this merger.

14. Abandonment of Merger. If at any time prior to the effective date of the merger events or circumstances occur which, in the opinion of the Executive Board of Booth Farms or the Board of Directors of Sunridge, render it inadvisable to consummate the merger, this Merger Agreement shall not become effective. The recording of this Merger Agreement with the Clerk and Recorder of Weld County, Colorado conclusively establishes that no action to abandon or terminate this Merger Agreement has been taken.

15. Definitions. Capitalized words and phrases are as defined in this Merger Agreement or, if not specifically defined in this Merger Agreement, as defined in the West View Declaration or the Sunridge Declaration, as appropriate.

[Signature pages follow.]

Booth Farms Community Association, Inc.,
a Colorado nonprofit corporation

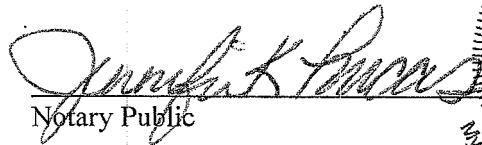
By: 
Jeffrey Jurgena, President

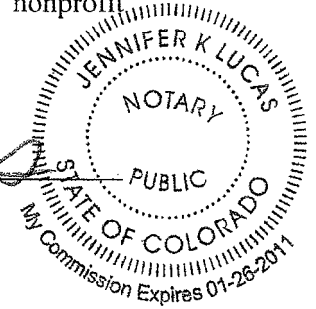
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Acknowledged before me this 18th day of June, 2008, by Jeffrey Jurgena, as President of Booth Farms Community Association, Inc., a Colorado nonprofit corporation.

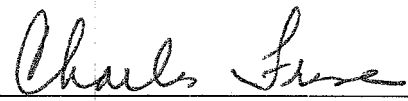
Witness my hand and official seal.

My commission expires: 1-26-11


Notary Public



Sunridge at Booth Farms Community Association, Inc., a Colorado nonprofit corporation

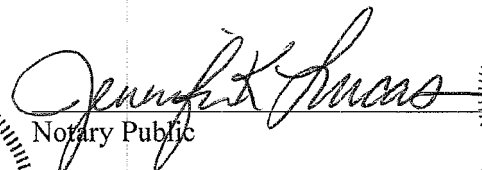
By: 
Charles Frese, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Acknowledged before me this 25th day of June, 2008, by Charles Frese, as President of Sunridge at Booth Farms Community Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 1-26-11


Notary Public

