



# *Adams Mountain*

Homeowners Association,  
Inc.

Charter

STATE OF  
NORTH  
CAROLINA



Department of the  
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached ( 9 sheets) to be a true copy of

AMENDED AND RESTATED CHARTER

OF

ADAM MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

(which changed its name to ADAMS MOUNTAIN HOMEOWNERS ASSOCIATION, INC.)  
the original of which was filed in this office on the 27<sup>th</sup> day  
of February, 1991.

In Witness Whereof, I have hereunto set my hand and  
affixed my official Seal.

Done in Office, at Raleigh, this the 27<sup>th</sup> day  
of February in the Year of our Lord 1991.



*Rufus L. Edmisten*

Secretary of State

AMENDED AND RESTATED CHARTER  
OF  
ADAM MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

DOCUMENT #190417

DATE 02/27/91 TIME 14:42

FILED

CLIFFS I. CONNOR

SECRETARY OF STATE

NORTH CAROLINA

The undersigned nonprofit corporation, acting pursuant to North Carolina General Statute 55A-37.1, hereby executes this Amended and Restated Charter for the purpose of amending and restating the Articles of Incorporation of the corporation in their entirety.

1. The name of the corporation is Adam Mountain Homeowners Association, Inc., hereinafter sometimes referred to as the "Association".

2. The Articles of Incorporation of the corporation are amended and restated to read as follows:

"(1) The name of the corporation is Adams Mountain Homeowners Association, Inc.

(2) The period of duration of the corporation shall be perpetual.

(3) The purposes for which the corporation is organized, which do not contemplate pecuniary gain or profit to the members thereof, are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within those certain tracts of property described as follows:

See Exhibit A

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for these purposes to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Wake County Registrar of Deeds and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if fully set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or

otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or the Board of Directors as prescribed in the Declaration. Except as provided in the Declaration, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and exercise any and all powers, rights and privileges which a corporation under the Nonprofit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise; and

(h) contract with the owners of recreational facilities for the use of such facilities by the members of the Association, or furnish such facilities.

(4) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

(5) The Association shall have two (2) classes of voting membership:

(a) Class A. The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. No fractional vote shall be allowed.

(b) Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership on the happening on either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; provided, however, the Class B membership shall be reinstated if thereafter and before the time stated in Subparagraph (ii) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarant, all as provided for in Article VII, Section 2 of the Declaration, or

(ii) January 1, 1996, provided, however, Declarant, without the assent of Class A Members, shall have the right to extend this date for an additional two (2) years, if on January 1, 1996 the Class B membership has not ceased and converted to Class A membership as provided in subparagraph (a) above, by filing in the Wake County Registry on or before January 31, 1996 an instrument extending such date.

(6) The address of the current registered office of the corporation is 219 Fayetteville Street Mall, Raleigh, Wake County, North Carolina 27601; and the name of the current registered agent at such address is C. Allen Moore.

(7) The affairs of the Association shall be managed by a Board of five (5) Directors, who need not be a member of the Association so long as there is a Class B. member. The number of the directors may be changed by amendment of the By-laws of the corporation. The names and addresses of the persons now serving as directors are as follows:

<u>Names</u>	<u>Addresses</u>
F. L. Robuck, Jr.	5800 Faringdon Place Suite 220 Raleigh, N.C. 27619
Neil F. Matthews	5800 Faringdon Place Suite 220 Raleigh, N.C. 27619
Ernest J. Reddish	12008 Mountain View Circle Raleigh, N.C. 27612
Rainer Jenke	12104 Soapstone Circle Raleigh, N.C. 27615
Stanley E. Wright	219 Fayetteville Street Mall Raleigh, N.C. 27601

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect directors for the terms expiring that year for a term of three (3) years.

(8) The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the



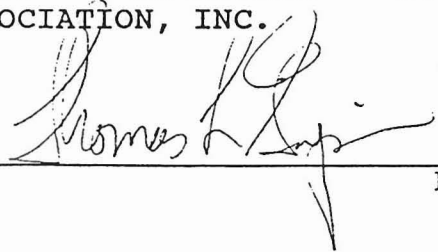
Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

(9) Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership."

3. This Amended and Restated Charter was adopted by Consent to Action Without Meeting by one-hundred percent (100%) of the members of the corporation as will appear in the records of the corporation, and supersedes the original Articles of Incorporation and all amendments thereto.

IN WITNESS WHEREOF, this Amended and Restated Charter is signed by the President and Secretary of the corporation on the 21<sup>st</sup> day of Feb, 1991.

ADAM MOUNTAIN HOMEOWNERS  
ASSOCIATION, INC.

By   
President

ATTEST:

  
Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Pamela Pate, a Notary Public of the County and State aforesaid, hereby certify that on this 24 day of January, 1990, personally appeared before me THOMAS L. GIPSON, being by me first duly sworn, declared that he signed the foregoing document in the capacity indicated, that he was authorized so to sign, and that the statements therein contained are true.

WITNESS my hand and notarial seal, this 24 day of January, 1990.

Pamela Pate  
Notary Public

My Commission Expires:  
2-14-93

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Geraldine J. Kelly, a Notary Public of the County and State aforesaid, hereby certify that on this 21st day of February, 1991, personally appeared before me Kathleen Southern, being by me first duly sworn, declared that he signed the foregoing document in the capacity indicated, that he was authorized so to sign, and that the statements therein contained are true.

WITNESS my hand and notarial seal, this 21st day of February, 1991.

Geraldine J. Kelly  
Notary Public

My Commission Expires:  
8/5/95

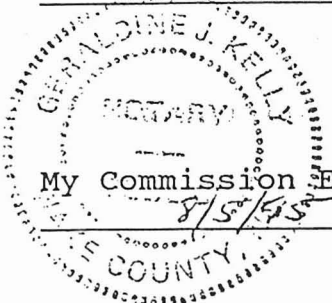


EXHIBIT A

TRACT 1

Being all of the area of the private streets designated as Permanent Common Open Space containing 4.120 acres according to map entitled "Adam Mountain, Wake Co., Bartons Creek Twsp., Lot 27 & Open Space of Section 1" dated January 15, 1985, revised January 18, 1985 and February 14, 1985, prepared by Triangle Engineering Services, Inc. and recorded in Book of Maps 1985, Page 280, Wake County Registry.

TRACT 2

Being that area of Adams Mountain Road designated as "existing 40' R/W widened to 50' and realigned to match existing pavement" on map entitled "Recombination Plat. Adams Mountain - Phase 1, Lots 1-5, 44-48", dated 9/17/90, prepared by Bass, Nixon & Kennedy, Inc., consulting engineers and recorded in Book of maps 1991, Page 173, Wake County Registry.

TRACT 3

Being all of Lots 1, 2, 3, 4, 5, 44, 45, 46, 47 and 48 according to map entitled "Recombination Plat Adams Mountain-Phase 1, Lots 1-5, 44-48" dated 9/17/90, revised 2/6/91, prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1991, Page 173, Wake County Registry.

