

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

The undersigned nonprofit corporation, acting pursuant to North Carolina General Statute 55A-37.1, hereby executes this Second 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 Adams Mountain Homeowners Association, Inc., hereinafter 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 of 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 the powers and privileges and perform all of the duties and obligations of the Association as set forth in the certain Second Withdrawal and Restated 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

WAKE COUNTY, NC 79
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/20/2024 13:07:55

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 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 signed by two-thirds (2/3) 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 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, 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 the assessment by the Association.

(5) Owners 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 will 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 votes shall be allowed.

(6) The address of the current registered office of the corporation is 1629 Adams Mountain Road, Raleigh, NC 27614; the registered agent shall be the Treasurer of the Board of Directors, who is subject to change from time to time.

(7) The affairs of the Association shall be managed by a Board of five (5) Directors. 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 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 the 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 Members.

3. This Second 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 Second Amended and Restated Charter is signed by the President and Secretary of the corporation on the 18th day of May, 2024.

ADAMS MOUNTAIN HOMEOWNERS ASSOCIATION, INC.

John D. Sinsley, Jr. President
John D. Sinsley, Jr., President

Karen R. Perry, Secretary
Karen Perry, Secretary

(Corporate Seal)

I, Tanishia Bullock, a Notary Public of the County and State aforesaid, hereby certify that one this 18th day of May, 2024, personally appeared before me JOHN D. SINSLEY, JR., 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.

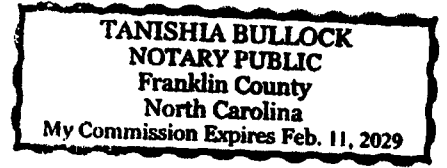
WITNESS my hand and notarial seal, this 18th day of May, 2024.

Tanishia Bullock
Notary Public

I, Tanishia Bullock, a Notary Public of the County and State aforesaid, hereby certify that one this 18th day of May, 2024, personally appeared before me KAREN PERRY, being by me first duly sworn, declared that

she signed the foregoing document in the capacity indicated, that she was authorized so to sign, and that the statements therein contained are true.

WITNESS my hand and notarial seal, this 18th day of May, 2024.



Tanishia Bullock

Notary Public

EXHIBIT A

TRACT 1

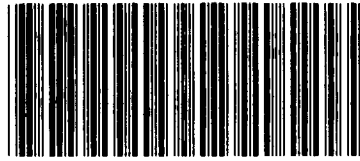
Being all of the area of the private streets designated as Permanent Common Open Space containing 4.120 acres according to map entitled "Adams Mountain, Wake Co., Bartons Creek Twsp., Lot 27 & Open Space of Section 1" dated January 15, 1985, revised January 18, 1985 and February 14, 1985, prepared by 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.



BOOK:019614 PAGE:01649 - 01656



Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 8 # of Pages
[Handwritten signature]