

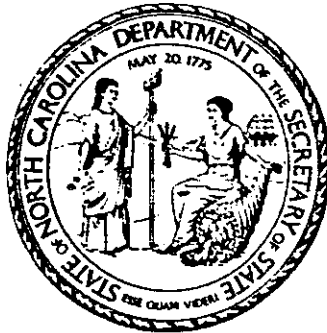
BOOK 2396 PAGE 345

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R B MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

State of North Carolina



Department
of the
Secretary of State

To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (8 sheets) to be a true copy of

ARTICLES OF INCORPORATION

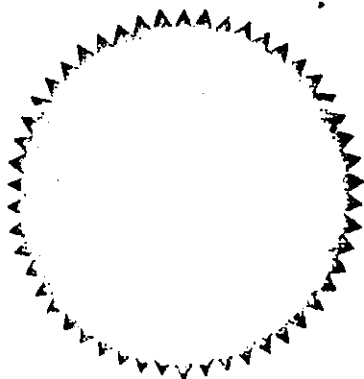
OF

COACHMAN'S TRAIL HOMEOWNERS ASSOCIATION

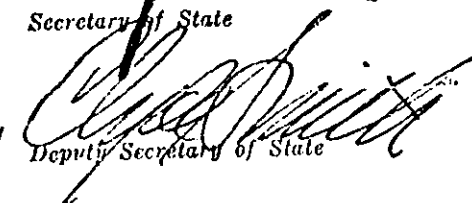
and the probates thereon, the original of which was filed in this office on the 22nd day of April, 1976, after having been found to conform to law.

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

Done in Office, at Raleigh, this 22nd day of April in the year of our Lord 1976.




Secretary of State

By 
Deputy Secretary of State

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ARTICLES OF INCORPORATION

OF

211792

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THAD EURE

SECRETARY OF STATE

NORTH CAROLINA

COACHMAN'S TRAIL HOMEOWNERS ASSOCIATION

In compliance with the requirements of the laws of the State of North Carolina, the undersigned, all of whom are residents of Wake County, North Carolina, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby certify:

ARTICLE I

The name of the corporation is COACHMAN'S TRAIL HOMEOWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal and initial registered office of the Association is located at 404 NCNB Building, Raleigh, Wake County, North Carolina.

ARTICLE III

H. Arthur Sandman, whose address is 404 NCNB Building, Raleigh, North Carolina, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for beautification, maintenance, preservation and architectural control of the residents lots and Common Area within that certain tract of property described on Schedule "A" attached hereto and made a part hereof, 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 the Association by annexation, as provided in Article IX herein and for this purpose:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants for Common Properties in Coachman's Trail Subdivision and Provisions of Coachman's Trail Homeowners' Association, Inc., hereinafter called the "Declaration", applicable to the property and recorded in Book

2241, Page 345 of the Office of the Register of Deeds of Wake County, North Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to 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) To 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) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

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, excluding contract sellers and lending institutions, 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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Notwithstanding anything to the contrary hereinabove, contract sellers, at the option of the Board of Directors, shall become members of the Association on the first day of the thirteenth calendar month after the date on which any said contract seller takes title to a lot.

ARTICLE VI

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such 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 vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to one (1) vote for each vote held by a Class A member provided that the Class B membership shall cease on the happening of either of the following events, whichever occurs earlier;

(a) When the Declarant has sold 95% of the land affected by the Declaration, or

(b) January 1, 1981.

Section 2. The right of any Class A member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Frank A. Orlando	304 Dunstable Court Raleigh, North Carolina
Jay Salem	300 Dunstable Court Raleigh, North Carolina
Maurice H. King, Jr.	109 Carriage Trail Raleigh, North Carolina

<u>Name</u>	<u>Address</u>
David H. Pattishall, Jr.	11305 Coachman's Way Raleigh, North Carolina
Terry M. Pope	113 Carriage Trail Raleigh, North Carolina
Louis B. Alexander	100 Lowery Court Raleigh, North Carolina
H. Arthur Sandman	404 NCNB Building Raleigh, North Carolina
Louis Dickerson	3815 Donna Road Raleigh, North Carolina
Thomas C. Powell	2577 New Hope Church Road Raleigh, North Carolina

At the first annual meeting, the members shall elect one-third (1/3) of the Directors for a term of one year, one-third (1/3) of the Directors for a term of two years, and one-third (1/3) of the Directors for a term of three years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the Directors for a term of three years, and until their successors are elected and qualified.

ARTICLE VIII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$50,000.00, while there is a Class B membership, and thereafter shall not exceed 150% of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of member or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum

is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. In the event that two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any.

ARTICLE XI

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

As to lenders and purchases for value, the certification by the Secretary of the Association that the required number of members have executed instruments in conformity with this Article, shall be conclusive as to the fact recited by such certification and shall be binding upon the Association and all of its members.

ARTICLE XII

AUTHORITY TO DEDICATE

The Association shall have power to 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. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

As to lenders and purchasers for value, the certification by the Secretary of the Association that the required number of members have executed instruments in conformity with this Article, shall be conclusive as to the fact recited by such certification and shall be binding upon the Association and all of its members.

Notwithstanding the foregoing, it is expressly provided that the Association, by authority of its Board of Directors, may grant easements across Common Areas to Wake County for any purpose and to utility companies and franchise holders for power lines, telephone lines, gas mains and cablevision. Further, and by authority of its Board of Directors, the Association may convey to the Declarant in exchange for other portions of the Properties conveyed by the Declarant to the Association. Upon such conveyance, the area thus conveyed to the Declarant shall cease to be Common Area, but the area thus conveyed to the Association shall become Common Area.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members having not less than 80% of the votes of the entire Class A membership and 100% of the votes of the entire Class B membership, if any. Upon dissolution of the Association, a dedication of the Common Areas as they then exist for public use for purposes as similar to those to which they were required to be devoted by the Association, shall be offered to Wake County and the areas thus dedicated shall be conveyed to Wake County. In the event that Wake County refuses to accept such dedication and conveyance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. In the event of dissolution, no member, director or officers of the Association, or any private individual shall be entitled to share in the distribution of the assets of the Association.

ARTICLE XIV

DURATION

This corporation shall exist perpetually.

ARTICLE XV

In order to take action under Article VIII, Article X through XIII and Article XVI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence of members or of proxies entitled to cast forty percent (40%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. Every act or decision done or made at a meeting at which a required quorum is present shall be regarded as the act of the entire membership.

ARTICLE XVI

AMENDMENTS

Amendment of these articles shall require the assent of two-thirds (2/3) of the votes of a quorum of the Class A membership, and 100% of the votes of Class B membership. If there is no Class B membership, amendment of these articles shall require the assent of two-thirds (2/3) vote of a quorum of the Class A membership.

ARTICLE XVII

INCORPORATORS

<u>Name</u>	<u>Address</u>
Frank A. Orlando	304 Dunstable Court Raleigh, North Carolina
Jay Salem	300 Dunstable Court Raleigh, North Carolina
Maurice H. King, Jr.	109 Carriage Trail Raleigh, North Carolina
David H. Pattishall, Jr.	11305 Coachman's Way Raleigh, North Carolina
Terry M. Pope	113 Carriage Trail Raleigh, North Carolina
Louis B. Alexander	100 Lowery Court Raleigh, North Carolina

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 2nd day of Feb., 1976.

David H. Pattishall, Jr.
David H. Pattishall, Jr.

Frank A. Orlando
Frank A. Orlando

Terry M. Pope
Terry M. Pope

Jay Salem
Jay Salem

Louis B. Alexander
Louis B. Alexander

Maurice H. King, Jr.
Maurice H. King, Jr.

NORTH CAROLINA
WAKE COUNTY

This is to certify that before me personally appeared this day Frank A. Orlando, Jay Salem, Maurice H. King, Jr., Terry M. Pope, David H. Pattishall, Jr., and Louis B. Alexander and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 2nd day of Feb., 1976.

NOTARY PUBLIC

Shirley L. Mahay
Notary Public

My Commission expires: 9-24-78

SCHEDULE A

TRACT I: That certain tract of land containing 277.852 acres in Barton's Creek Township Wake County, North Carolina and more particularly described in that certain deed from Honeybay, Ltd. to Development Associates, Inc., dated September 13, 1974, and recorded in Book 2271, page 683, Wake County Registry; provided, however, that the portion of said tract lying on the West side of Six Forks Road containing 17 acres more or less is specifically excluded herefrom.

TRACT II: That certain tract of land containing 18.69 acres in Barton's Creek Township Wake County, North Carolina and more particularly described in that certain deed from Annie C. Lowery (Widow) to Development Associates, Inc. dated June 4, 1974 and recorded in Book 2254, page 636, Wake County Registry.