



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION

INTO

CROOKED CREEK COMMUNITY ASSOCIATION, INC.

the original of which was filed in this office on the 31st day of July, 2008.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of July, 2008

Elaine F. Marshall

Secretary of State

*State of North Carolina
Department of the Secretary of State*

**ARTICLES OF MERGER
NONPROFIT CORPORATION**

**CROOKED CREEK COMMUNITY ASSOCIATION, INC., SURVIVING CORPORATION
AND
CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION, MERGED CORPORATION**

Pursuant to §55A-11-04 of the General Statutes of North Carolina, CROOKED CREEK COMMUNITY ASSOCIATION, INC., the undersigned corporation as the surviving corporation in a merger, hereby submits the following Articles of Merger:

1. The name of the surviving corporation is CROOKED CREEK COMMUNITY ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of North Carolina. The name of the merged corporation is CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of North Carolina.
2. Attached is a copy of the Plan of Merger that was duly adopted in the manner prescribed by law by the Board of Directors of each of the corporations participating in the merger.
3. The Plan of Merger was approved by the members of the surviving corporation as required by the North Carolina Nonprofit Corporation Act.
4. The Plan of Merger was approved by the members of the merged corporation as required by the North Carolina Nonprofit Corporation Act.
5. Approval by some person or persons other than the members or the Board of Directors of the surviving and merged corporations is not required.
6. The Agreement and Plan of Merger contains amendments to the Bylaws of the surviving corporation in the merger.
7. These articles will be effective upon filing with the North Carolina Secretary of State.

This the 10th day of June, 2008.

CROOKED CREEK COMMUNITY ASSOCIATION, INC.

By:

John F. Sullivan, III
John F. Sullivan, III, Its President

**AGREEMENT AND PLAN OF MERGER
BETWEEN
CROOKED CREEK COMMUNITY ASSOCIATION, INC.
AND
CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") made and entered into this 10 day of June 2008, by and between CROOKED CREEK COMMUNITY ASSOCIATION, INC. (sometimes, hereinafter, the "Surviving Corporation"), a North Carolina nonprofit membership corporation, and CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION (sometimes, hereinafter, the "Merged Corporation"), a North Carolina nonprofit membership corporation (said corporations being sometimes, hereinafter, collectively, the "Constituent Corporations"):

W I T N E S S E T H:

WHEREAS, Crooked Creek Community Association, Inc., is a nonprofit membership corporation duly organized and validly existing under the laws of the State of North Carolina; and

WHEREAS, Crooked Creek South Homeowners Association is a nonprofit membership corporation duly organized and validly existing under the laws of the State of North Carolina; and

WHEREAS, members of Crooked Creek Community Association, Inc., and Crooked Creek South Homeowners Association are now bound by the provisions of a certain document entitled "Perpetual Covenants, Conditions and Agreements between Crooked Creek Community Association, Inc. and Crooked Creek South Homeowners Association," as recorded in Book 8447 at Page 1453 of the Wake County Registry (sometimes, hereinafter, the "CCCA/CCS Declaration"); and

WHEREAS, the Constituent Corporations settled litigation pending in Wake County Superior Court styled, *Crooked Creek South Homeowners Association v. Crooked Creek Community Association, Inc.*, 05 CVS 14816, Wake County, which settlement called for the Constituent Corporations to attempt to merger; and

WHEREAS, the Board of Directors and members of each of the Constituent Corporations deem it advisable and for the benefit of each of the Constituent Corporations and their respective members that Crooked Creek South Homeowners Association merge itself into Crooked Creek Community Association, Inc.;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the conditions and restrictions hereinafter set forth, that Crooked

Creek South Homeowners Association be merged into Crooked Creek Community Association, Inc., the corporate existence of which shall be continued under the same name, to wit, Crooked Creek Community Association, Inc., and thereafter the individual existence of Crooked Creek South Homeowners Association shall cease. The terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner and basis of converting memberships of the Merged Corporation into memberships in the Surviving Corporation shall be as follows:

1.

The filing of the Articles of Merger with the Secretary of State and the recordation of the Certificate of Merger with the Wake County Register of Deeds shall be accomplished as soon as feasible and practicable following the execution of this Agreement. All other acts and things required to be done in order to make this Agreement effective shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event later than the date of filing the Articles of Merger, which is the effective date of the merger (hereinafter, the "Effective Date").

2.

The Articles of Incorporation of Crooked Creek Community Association, Inc., shall on the Effective Date of the merger be the Articles of Incorporation of the Surviving Corporation.

3.

The Bylaws of Crooked Creek Community Association, Inc., as existing and as amended herein, shall on the Effective Date of the merger be the Bylaws of the Surviving Corporation; provided; however, that the real property subject to the "Declaration of Master Covenants, Conditions and Restrictions for the Crooked Creek South Communities," recorded in Book 8447 at Page 1436 of the Wake County Registry, as existing and as heretofore amended and supplemented (by supplemental declaration, if any) as the case may be, shall be added to and become a part of the "Property" as that or other similar term is used and defined in the Bylaws of Crooked Creek Community Association, Inc. and such Bylaws shall be deemed amended to the extent necessary to accomplish this intent.

4.

Upon the Effective Date of the merger, each "Class A" membership in the Merged Corporation (there no longer being any "Type B" membership in the Merged Corporation) shall be converted to "Class A" membership in the Surviving Corporation, with the result that each such member of the Merged Corporation shall become a "Class A" member of the Surviving Corporation, with all of the privileges and benefits of a member of the Surviving Corporation and subject to all of the obligations, conditions and restrictions of a member of the Surviving Corporation.

5.

Members who are now subject to the "Declaration of Master Covenants, Conditions and Restrictions for the Crooked Creek South Communities," recorded in Book 8447 at Page 1436 of the Wake County Registry, as existing and as heretofore amended and supplemented (by supplemental declaration, if any) as the case may be (sometimes, hereinafter, the "Crooked Creek South Declaration"), and to the duly promulgated rules and regulations or architectural standards or guidelines of Crooked Creek South Homeowners Association, Inc., shall continue, in all respects, to be subject to such covenants, conditions, restrictions, rules and regulations, and architectural standards and guidelines; provided that any reference in such instruments or documents to the "Association" shall, upon the Effective Date of the merger, thereafter mean and refer to Crooked Creek Community Association, Inc. The Surviving Corporation may impose assessments upon its members that are subject to the Crooked Creek South Declaration and the Merged Corporation expressly transfers, conveys and assigns any and all rights to impose and collect and enforce collection of assessments as set forth in the Crooked Creek South Declaration.

6.

Members who are now subject to the "Declaration of Covenants, Conditions and Restrictions for Crooked Creek Subdivision," recorded in Book 5729 at Page 0808 of the Wake County Registry, as existing and as heretofore amended and supplemented (by supplemental declaration, if any) as the case may be, and the duly promulgated rules and regulations or architectural standards or guidelines of Crooked Creek Community Association, Inc., shall continue, in all respects, to be subject to such covenants, conditions, restrictions, rules and regulations, and architectural standards and guidelines.

7.

Members who are now subject to the applicable protective and restrictive covenants of the individual neighborhoods and subdivisions in which they own property, including without limitation, "Supplemental Declaration Of Sub-Covenants, Conditions and Restrictions For ForestRidge Subdivision", as recorded in Book 8729, Page 2559 of the Wake County Registry and "Supplemental Declaration of Sub-Covenants, Conditions and Restrictions for Lots 1, 2, & 3 on Johnson Pond Road", as recorded in Book 9340, Page 2268 of the Wake County Registry, and rules and regulations or architectural standards or guidelines promulgated thereunder shall continue, in all respects, to be subject to such covenants, conditions, restrictions, rules and regulations and architectural standards and guidelines, and all of such are hereby ratified and re-acknowledged.

impairment, including without limitation all Common Areas and Restricted Common Areas, as those terms are used and defined in the Crooked Creek South Declaration and as shown on any recorded plat or map of the Property subject to the Crooked Creek South Declaration (including, without limitation, those plats recorded in Book of Maps 1999 at Page 1894 and in Book of Maps 2000 at Page 1857, Wake County Registry), and including property, if any, conveyed to Crooked Creek South Homeowners Association by duly-recorded deed; (b) the Surviving Corporation shall have all of the assets of the Merged Corporation; (c) any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; (d) any reference in such instruments or documents to the "Association" shall, upon the Effective Date of the merger, thereafter mean and refer to Crooked Creek Community Association, Inc.; (e) Crooked Creek Community Association, Inc., as the Surviving Corporation, shall have all of the rights, duties, powers and obligations granted to or imposed upon Crooked Creek South Homeowners Association by the Crooked Creek South Declaration, or by any duly promulgated rules and regulations or architectural standards or guidelines of Crooked Creek South Homeowners Association, and shall administer the provisions of the Crooked Creek South Declaration affecting the portions of the Property described in such Declaration, as provided in the Crooked Creek South Declaration, including without limitation all obligations to maintain and improve the Common Areas, properties and easements as provided in the Crooked Creek South Declaration and the CCCA/CCS Declaration and otherwise and including, but not limited to, all rights and powers over assessments and architectural control as provided by Article VI regarding assessments and Article IV regarding architectural control, both of the said Crooked Creek South Declaration. While the said CCCA/CCS Declaration is not necessarily superceded or replaced by this merger, all parties understand and agree that the merger is intended to effectuate the original purpose and intent described in and heretofore carried out by the operation and application of this CCCA/CCS Declaration; and (f) the Articles of Incorporation of the Surviving Corporation shall be deemed amended to the extent provided herein.

Upon the Effective Date of the merger, every lot owner currently under the jurisdiction of the Crooked Creek South Homeowners Association and every lot under the jurisdiction of the Crooked Creek Community Association, Inc. shall be entitled to one vote for each lot owned in the affairs of the Surviving Corporation.

11.

Upon the Effective Date of the merger, Crooked Creek Community Association, Inc. shall take title and possession of all tangible and intangible assets, income, funds on hand, reserves funds or reserve accounts, and other similar funds, accounts and assets of Crooked Creek South Homeowners Association, including accounts receivable for assessments imposed by Crooked Creek South Homeowners Association but not collected.

12.

At any time before or after approval and adoption by the Constituent Corporations, and prior to the filing of the Articles of Merger, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined

by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation according to the terms hereof, the title to any property or rights of Crooked Creek South Homeowners Association, the proper officers and directors of the Merged Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary and property to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes and intent of this Agreement.

13.

Crooked Creek Community Association, Inc., represents to Crooked Creek South Homeowners Association that:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina;

(b) It has obtained and maintained federal and state non-profit status, and knows of no facts or circumstances which may jeopardize such status;

(c) All federal, state, and other tax returns and reports that are required by law to be filed have been duly filed and all taxes, assessments, fees, or other governmental charges shown to be due on such returns or reports, if any, have been paid; and

(d) It has made available to Crooked Creek South Homeowners Association, for inspection, all of its books, records, contracts, insurance policies, and other important instruments and documents; information concerning claims, and litigation threatened or pending; and all other information relevant to its operation and administration of the Crooked Creek Community Association, Inc., and to the Merger contemplated herein.

14.

Crooked Creek South Homeowners Association represents to Crooked Creek Community Association, Inc., that:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina;

(b) It has obtained and maintained federal and state non-profit status, and knows of no facts or circumstances which may jeopardize such status;

(c) All federal, state, and other tax returns and reports that are required by law to be filed have been duly filed and all taxes, assessments, fees, or other governmental charges shown to be due on such returns or reports, if any, have been paid; and

(d) It has made available to Crooked Creek Community Association, Inc., for inspection, all of its books, records, contracts, insurance policies, and other important instruments and documents; information concerning claims, and litigation threatened or pending; and all other information relevant to its operation and administration of the Crooked Creek South Homeowners Association and to the Merger contemplated herein.

IN WITNESS WHEREOF, CROOKED CREEK COMMUNITY ASSOCIATION, INC., and CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION have each caused this Agreement and Plan of Merger to be executed on their respective behalves and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on this the 10 day of June, 2008.

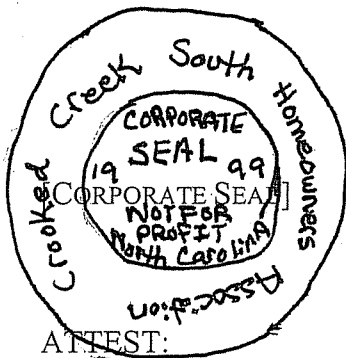
CROOKED CREEK COMMUNITY ASSOCIATION, INC.

[CORPORATE SEAL]

BY: John F. Sullivan, III, Its President

ATTEST:

Ronald E. Fogle
Secretary



CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION

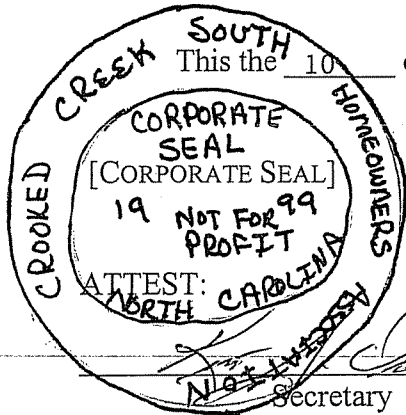
BY: Amy S. Rambeau, Its President

ATTEST:

[Signature]
Secretary

**CERTIFICATE OF MEMBERSHIP APPROVAL
BY THE BOARD OF DIRECTORS OF
CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION**

By authority of its Board of Directors, Crooked Creek South Homeowners Association hereby certifies that the Agreement and Plan of Merger dated June 10, 2008 by and between Crooked Creek Community Association, Inc., and Crooked Creek South Homeowners Association has been approved by not less than _____ (____%) of the Members of Crooked Creek South Homeowners Association.



This the 10 day of June, 2008.

CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION

BY: Amy S. Rambeau
Amy S. Rambeau, ITS PRESIDENT

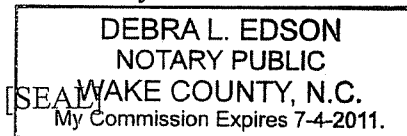
STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, Debra L. Edson a Notary Public of the County and State aforesaid, certify that Kenneth Ostraco, personally came before me this day and acknowledged that he/she is Secretary of CROOKED CREEK SOUTH HOMEOWNERS ASSOCIATION, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing CERTIFICATE was signed in its name by its President, sealed with its corporate seal and attested by Kenneth Ostraco as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 10th day of June, 2008.



Debra L. Edson
Notary Public

My commission expires: 7-4-2011

**CERTIFICATE OF MEMBERSHIP APPROVAL
BY THE BOARD OF DIRECTORS OF
CROOKED CREEK COMMUNITY ASSOCIATION, INC.**

By authority of its Board of Directors, Crooked Creek Community Association, Inc., hereby certifies that the Agreement and Plan of Merger dated June 10, 2008 by and between Crooked Creek Community Association, Inc., and Crooked Creek South Homeowners Association has been approved by at least two-thirds (2/3rds) of the votes cast.

This the 10th day of June, 2008.

CROOKED CREEK COMMUNITY ASSOCIATION, INC.

[CORPORATE SEAL]

BY:

John F. Sullivan, III
John F. Sullivan, III, ITS PRESIDENT

ATTEST:

Ronald E. Fogle
Secretary

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ACKNOWLEDGEMENT

I, Sherry S. Hartley a Notary Public of the County and State aforesaid, certify that Ronald E. Fogle, personally came before me this day and acknowledged that he/she is Secretary of CROOKED CREEK COMMUNITY ASSOCIATION, INC., a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing CERTIFICATE was signed in its name by its President, sealed with its corporate seal and attested by Ronald E. Fogle as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 10th day of June, 2008.

[SEAL]

Sherry S. Hartley
Notary Public

