

STATE OF
NORTH
CAROLINA



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Department of The
Secretary of State

To all whom these presents shall come, Greeting:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached (6 sheets) to be a true copy of

ARTICLES OF CONSOLIDATION

OF

MT. SHADDAI NORTH HOMEOWNERS' ASSOCIATION, INC.
and MT. JOY WEST HOMEOWNERS' ASSOCIATION, INC.
INTO

MT. SHADDAI HOMEOWNERS' ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 9th day of May, 1989, 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 9th day of May in the year of our Lord 1989.



Rufus L. Edmisten

Secretary of State

ARTICLES OF CONSOLIDATION OF DOMESTIC

CORPORATIONS INTO

MOUNT SHADDAI HOMEOWNERS' ASSOCIATION, INC.

The undersigned corporations hereby execute these Articles of Consolidation for the purpose of consolidating into a new corporation: DOCUMENT #454513

I. The following Plan of Consolidation was duly approved by the FILED DATE 05/09/89 TIME 14:00
shareholders of each of the undersigned corporations in the manner prescribed RUFUS L EDMISTEN
by law: SECRETARY OF STATE
NORTH CAROLINA

PLAN OF CONSOLIDATION

A. CORPORATIONS PARTICIPATING IN CONSOLIDATION

The names of the corporations proposing to consolidate (hereinafter referred to collectively as the "Consolidating Companies" and individually as the "Consolidating Company") are:

- Mt. Shaddai North Homeowners' Association, Inc.
- Mt. Joy West Homeowners' Association, Inc.

The name of the corporation into which the Consolidating Companies propose to consolidate is Mt. Shaddai Homeowners' Association, Inc., hereinafter referred to as the "New Company", which shall be the new corporation.

B. NAME OF NEW COMPANY

The name of the New Company shall be Mt. Shaddai Homeowners' Association, Inc. *and its articles of incorporation are provided herein (see Attachment A)*

C. CONSOLIDATION OF CONSOLIDATING COMPANIES INTO NEW COMPANY.

Pursuant to the terms and conditions of this Plan, the Consolidating Companies shall be merged into the New Company. Upon the consolidation of the Consolidating Companies into the New Company, the corporate existence of the Consolidating Companies shall cease and the corporate existence of the

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New Company shall start. The time at which the consolidation becomes effective is hereinafter referred to as the "Effective Date."

D. CONVERSION AND EXCHANGE OF MEMBERSHIPS

Upon the consolidation becoming effective, the outstanding membership of the corporations participating in the consolidation shall be converted and exchanged as follows:

Each outstanding membership of each consolidating Company shall be converted into and exchanged for one membership of Mt. Shaddai Homeowners' Association, Inc., the new company.

II. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, were as follows:

Name of Corporation	Number of Shares Outstanding	Designation of Class	Entitled to Vote as a Class	
			Number of Shres	
Mt. Shaddai North Homeowners' Association, Inc.	<u>38</u>	Common	<u>38</u>	
Mt. Joy West Homeowners' Association, Inc.	<u>25</u>	Common	<u>25</u>	

III. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively were as follows:

Name of Corporation	Number of Shares			Entitled to Vote as a Class	
	Total Voted For	Total Voted Against	class	voted for	voted against
Mt. Shaddai North Homeowners' Association, Inc.	<u>25</u>	0	Common	<u>25</u>	0
Mt. Joy West Homeowners' Association, Inc.	<u>15</u>	0	Common	<u>15</u>	0

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IN WITNESS WHEREOF, these articles are signed by the _____
president and _____ secretary of each corporation this 30th day
of March, 1989.

Mt. Shaddai North Homeowners' Association, Inc.

By: J. Ed Smith
President

By: Robert G. Liniger
Secretary

Mt. Joy West Homeowners' Association, Inc.

By: J. Ed Smith
President

By: Robert G. Liniger
Secretary

STATE OF ~~NORTH CAROLINA~~ FLORIDA

COUNTY OF ~~MACON~~ HILLSBOROUGH

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I, Johnnie H. McLeod, a Notary Public, hereby certify that on
this 30th day of March, 1989, presonally appeared before me J. Ed Smith
and Robert G. Liniger, each of whom 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.

Johnnie H. McLeod
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 18, 1990
BONDED THRU GENERAL INS. UND.

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MACON

I, _____, a Notary Public, hereby certify that on
this _____ day of _____, 1989, presonally appeared before me _____
and _____, each of whom 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.

My commission expires: _____

Notary Public

NORTH CAROLINA

MACON COUNTY

ARTICLES OF INCORPORATION

OF

MT. SHADDAI HOMEOWNER'S ASSOCIATION, INC.

The undersigned, being of the age of eighteen (18) years or more, does hereby make and acknowledge these Articles of Incorporation for the purpose of forming a non-profit corporation under the laws of the State of North Carolina as set forth in Chapter 55-A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto.

1.

The name of the Corporation is MT. SHADDAI HOMEOWNER'S ASSOCIATION, INC.

2.

The period of duration of the Corporation is perpetual.

3.

The purposes for which the Corporation is organized are to provide for the maintenance and preservation of the residential lots and facilities and improvements within El-Shaddai Estates II and III Subdivision of Macon County, North Carolina, and to promote the health, safety and welfare of the owners within the above-described properties and any additions thereto as may be hereafter brought within the jurisdiction of the Association, and for the 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 the "Declaration of Covenants and Resitrictions" as recorded in Deed Book J-15, Page 115, and Book Z-14, Page 151, Office of the Register of Deeds of Macon County, North Carolina, reference to which is hereby made for incorporation herein;

(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the aforesaid Restrictive Covenants and Conditions; 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 invest or reinvest in all kinds of property, both real and personal, and to use the receipts therefrom, if any, to carry on the foregoing purposes and in order to properly prosecute the object and purposes set forth above, the Corporation shall have and may exercise all of the powers and authority granted by the laws of the State of North Carolina and shall further have full power and authority to purchase, own, maintain, lease, mortgage, convey or otherwise acquire or dispose of any and all types of property, both real and personal, and generally to perform all acts which may be deemed reasonable, necessary or expedient for the proper and successful prosecution of the objects and purposes for which this Corporation is created; and

(d) To annex additional residential property and common areas, if any, which abutt or are appurtenant to the lands described in the aforesaid Restrictive Covenants and Conditions.

4.

Every person, firm or corporation or other entity who is a record owner of a free or undivided fee interest in any lot which is subject to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest hereby as a security for the performance of any obligation or the payments of money shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

The developer of the property described in the aforesaid Restrictive Covenants and Conditions as recorded in Deed Book J-15, Page 115 and Book Z-14, Page 151, Office of the Register of Deeds of Macon County, North Carolina, may assign its membership in the Association to any person, firm, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership, may make successive like assignments. Membership in the Association shall not otherwise be transferable or assignable except that control of the Association shall be delivered to the lot owners within one (1) year of the first sale of a lot within the subdivision.

5.

Until such time as the Developer, as defined in the aforesaid Restrictive Covenants and Conditions, or its assigns has conveyed by deed to ultimate owners eighty percent (80%) of the total lot which it owns in the properties herein described - and as more particularly set forth in the aforesaid Restrictive Covenants and Conditions, including adjacent properties, if any, hereafter acquired, or in the alternative at a sooner date at the option of Developer or its assigns, but in any event, within ten (10) years of the first sale of a lot within the subdivision, the Developer or its assigns shall have all of the voting rights of the Association. Upon the Developer or its assigns having conveyed eighty (80%) of such lots, but in any event within ten (10) years of the first sale of a subdivision lot, each lot, including those lots then owned by the Developer or its assigns, shall be entitled to one (1) vote per lot which may be cast by the owner thereof.

6.

The Board of Directors of the Corporation shall be elected or appointed in the manner and for the terms provided in the by-laws.

7.

No part of the net earnings of the Corporation shall inure to the benefit of any officer, director, member of the Corporation or any other private individual. The purposes and object of the Corporation shall be to administer the operation and management of that certain tract or parcel of land being described herein and more particularly described in the aforesaid Restrictive Covenants and Conditions, reference to which is made hereby for incorporation herein; to undertake the performance of the acts and duties incident to the

administration of the operation and management of said tract or parcel of land in accordance with the terms, provisions and authorizations contained in these Articles of Incorporation and the by-laws of the Association; and upon dissolution of this Association, the assets thereof, if any, shall after all of its liabilities and obligations have been discharged or adequate provisions made therefore, be distributed and dedicated to an appropriate public agency to be used for purpose similar to those for which this Association was created. In the event that such acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

8.

The address of the initial registered office of the Corporation in the State of North Carolina is: 302 Valley River Avenue, Murphy, North Carolina, 28906, Cherokee County, North Carolina. The name of its initial registered agent at such address is Rudolph A. Bata, Jr.

9.

The number of directors constituting the initial Board of Directors shall be four (4) and the names and address of the persons who are to serve as initial directors are:

Richard L. Stover	Star Route, 78A, Topton NC 28781
Tomie L. Stover	Star Route 78A, Topton NC 28781
Dan Pitts	1504 Woodcastle Place Tampa, FL 33613
Roger Mays	15401 Woodcastle Place, Tampa, FL 33613

The name and address of the incorporator is Rudolph A. Bata, Jr., 302 Valley River Avenue, Murphy, N.C. 28906.

IN WITNESS WHEREOF, I, the undersigned Incorporator, have hereunto set my hand and seal this 2nd day of May, 1989.

Rudolph A. Bata, Jr. (SEAL)

STATE OF
COUNTY OF

I, a Notary Public of said State and County, do hereby certify that Rudolph A. Bata, Jr., personally appeared before me this 2nd day of May, 1989, and acknowledged the due execution of the foregoing Articles of Incorporation.

WITNESS MY HAND AND SEAL.

Morim R. Rupp
Notary Public

My commission expires: 3-22-1992

NORTH CAROLINA, MACON COUNTY
Presented for registration and recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book 9-18, Page 506, this 17 day of May, 1989 at 9:45 o'clock A.M.

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Milton J. [Signature]

REGISTER OF DEEDS
MACON COUNTY
FRANKLIN, N. C.