

ARTICLES OF INCORPORATION  
OF  
JAMISON'S RUN HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a nonprofit corporation and does hereby certify:

ARTICLE I

The name of the Corporation is JAMISON'S RUN HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at 280 Nottingham Drive, Cary, North Carolina 27511, Wake County.

ARTICLE III

Sue Fallwell, whose address is c/o Omega Association Management 280 Nottingham Drive, Cary, North Carolina 27511, Wake County, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

The Association is the "Association" contemplated by that certain Amended and Restated Declaration of Protective Covenants for Jamison's Run executed by KB Home Raleigh-Durham Inc., a Delaware corporation, as "Declarant" therein, and recorded, or to be recorded, in the Office of the Register of Deeds of Wake County, North Carolina (as the same may be modified, amended or supplemented from time to time, the "Declaration"). All capitalized terms herein not defined herein shall have the meanings ascribed to such terms in the Declaration.

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance, preservation and architectural control of the Lots and Common Property within that certain property (herein referred to as the "Properties") described in that certain Amended and Restated Declaration of Protective Covenants for Jamison's Run recorded in the Register of Deeds of Wake County. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features whether or not such entry features are on a Lot, privately owned property or public right-of-way, including entry area landscaping and any irrigation system and

the expenses for water and electricity, if any, provided to all such entry features; (b) all Community green space and open space; (c) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent the same are not accepted for regular maintenance on an ongoing basis by a government body, and otherwise in accordance with the Stormwater Maintenance Plan; and (d) pedestrian paths or walking trails located in the Community, if any and to promote the health, safety and welfare of the residents within the above described Properties and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

In furtherance of these purposes, the Association, by action of its Board unless otherwise noted in these Articles of Incorporation or in the Declaration, shall have full power to:

(a) 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 and the Bylaws as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs 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, subject, however, to the requirements of the Declaration and in accordance with the Raleigh City Code of Ordinances;

(d) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least eighty percent (80%) of the Lots (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community;

(e) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(f) the right of the Association to convey or transfer all or any portion of the Common Property upon the approval of the Owners of at least eighty percent (80%) of the Lots (other than those Lots owned by Declarant) and the Declarant (such consent subject to the provisions of Section 11.5 of the Declaration);

(g) have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the corporation law of the State of North Carolina by law may now or hereafter have or exercise.

#### ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

#### ARTICLE VII

The voting rights of each Member shall be as set forth in the Declaration.

#### ARTICLE VIII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, all of whom shall be Members of the Association after the termination of the Declarant Control Period specified in the Bylaws of the Association. The number of directors shall be as provided in the Bylaws of the Association and may be changed by amendment of the Bylaws of the Association.

#### ARTICLE IX

##### AMENDMENT AND DISSOLUTION

The Association shall be dissolved upon the termination of the Declaration, or upon the written assent given in writing and signed by not less than two-thirds (2/3) of the Members of each class of Members, or upon such more restrictive or additional conditions and in such manner as otherwise provided by the laws of the State of North Carolina. Upon dissolution or insolvency of the Association or upon loss of ownership of the Common Property (once such ownership has been acquired) by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Property as allowed by the Declaration), any portion of the Common Property not under the jurisdiction and being maintained by the Association, shall be offered to the City of Raleigh, North Carolina, or to some other appropriate governmental entity or public agency (as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Property and such assets were required to be devoted by the Association. If the City of Raleigh or such other appropriate governmental entity or public agency accepts the offer of dedication, such portion of the Common Property and assets shall be conveyed by the Association to the City of Raleigh or such other appropriate governmental entity or public agency, subject to the superior right of the Owner of each Lot to an easement (if necessary) for reason ingress and egress to and from such Owner's Lot and the public or private street(s) on which such Lot is located, and subject to all other applicable rights of way and easements and subject to ad valorem property taxes subsequent to the date of such conveyance.

In the event that the City of Raleigh or such other appropriate governmental entity or public agency refuses the offer of dedication and conveyance, the Association may transfer and convey such Common Area and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Property was required to be devoted by this Declaration, such conveyance to be made subject to the rights of Owners and other matters set forth in the immediately preceding paragraph.

ARTICLE X

DURATION

The Association shall exist perpetually.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows:

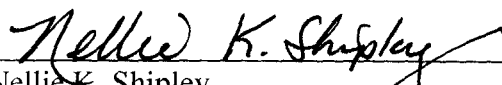
Nellie K. Shipley  
Womble Carlyle Sandridge & Rice, PLLC  
150 Fayetteville Street Mall, Suite 2100  
Raleigh, North Carolina 27601

ARTICLE XII

EFFECTIVE DATE

These Articles will be effective upon filing.

IN TESTIMONY WHEREOF, I, being the incorporator, have hereunto set my hand and seal, this the 4<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
Nellie K. Shipley  
INCORPORATOR

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public of Orange County and the State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- \_\_\_\_\_ A credible witness has sworn to the identity of the principal(s);

acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: as incorporator of JAMISON'S RUN HOMEOWNERS ASSOCIATION, INC.

Witness my hand and official seal, this the 4th day of December, 2006.

My commission expires:  
03-20-2010

Julie E. Bryan  
Notary Public

Julie E. Bryan  
Print Name of Notary

[NOTARY SEAL]

