



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

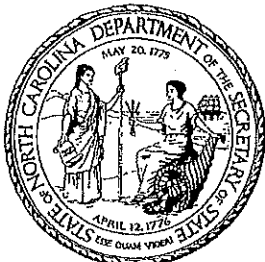
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

COATS RIDGE HOMEOWNERS' ASSOCIATION, INC.

the original of which was filed in this office on the 3rd day of August, 2018.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 3rd day of August, 2018.

Elaine F. Marshall

Secretary of State

Document Id: C201821400323

Verify this certificate online at <http://www.sosnc.gov/verification>

SOSID: 1735118
Date Filed: 8/3/2018 11:27:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2018 214 00323

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Coats Ridge Homeowners' Association, Inc.

2. (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Ron R. Lee

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: 5160 NC Hwy 42 W

City: Garner State: NC Zip Code: 27529 County: Johnston

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: _____

City: _____ State: NC Zip Code: _____ County: _____

5. The name and address of each incorporator is as follows:

Name	Address
<u>Ron R. Lee</u>	<u>5160 NC Hwy 42 W., Garner, NC 27529</u>

6. (Check either "a" or "b" below.)

a. The corporation will have members.

b. The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: 919-773-0991

Number and Street: 5160 NC Hwy 42 W

City: Garner State: NC Zip Code: 27529 County: Johnston

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: _____

City: _____ State: _____ Zip Code: _____ County: _____

10. (Optional): Listing of Officers (See instructions for why this is important)

Name	Address	Title

11. (Optional): Please provide a business e-mail address: _____

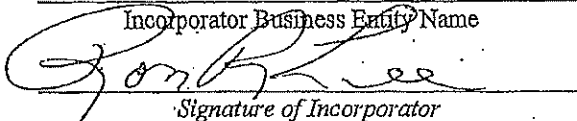
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future time and/or date is specified: _____

This is the _____ day of _____, 20____.

Coats Ridge Homeowners' Association, Inc.

Incorporator Business Entity Name



Signature of Incorporator

Ron R. Lee, Incorporator

Type or print Incorporator's name and title, if any

NOTES:

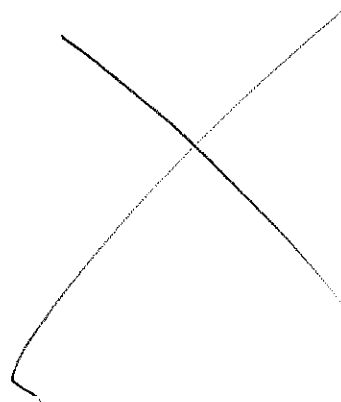
1. Filing fee is \$60. This document must be filed with the Secretary of State.

BUSINESS REGISTRATION DIVISION
(Revised August, 2017)

P. O. BOX 29622

RALEIGH, NC 27626-0622
Form N-01

Upon dissolution of the corporation, the assets thereof shall, after all liabilities and obligations of the corporation have been paid, or adequate provision made therefor, be contributed to a charity of the consent of the then acting homeowners.



Signature MANAGEMENT

August 7, 2018

Ron Lee
Declarant
Coats Ridge Homeowners' Association, Inc.

RE: Coats Ridge Homeowners' Association, Inc. Management Services.

Mr. Lee,

Thank you for the opportunity to be of service to Coats Ridge Homeowners Association, Inc..

Attached is a proposed management agreement in accordance with our previous discussion. I have incorporated the scope of work and the pricing that I proposed at that time. Please note the details in appendix A.

Please let me know if you have any questions or require additional information.

Best regards
Signature Management



L. Bruce Allen

**P.O. Box 674
Clayton, NC 27528**

**Phone 919-333-3567
Fax 919-256-5057**

BruceAllen@Signaturemgt.com

Signature MANAGEMENT

Management Services Agreement

AGREEMENT entered into this Day of , 2018 between Signature Management of Johnston County LLC, a Limited Liability Corporation (hereinafter referred to as the "Manager") and Coats Ridge Homeowners' Association, Inc. hereinafter referred to as Association.

WHEREAS the Association desires continuous, uniform management of its property by a single qualified organization; and whereas the Manager is qualified to provide and render such services as are required by the Association and desires to provide and render such services to the Association.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and of the promises made, the parties hereto agree as follows:

1. **Employment and Term of Manager.** The Association hereby contracts the Manager and the Manager hereby accepts the contract under the terms and conditions set forth herein, to manage its Common Areas (hereinafter referred to as the "Property") located In Johnston County, NC and aspects of the business affairs of the Association as noted below. The term of the contract to manage will commence on or about _____ 1, 2018 and end on December 31, 2018; however unless terminated at that time the term will extend to December 31, 2019, or will continue until terminated by either party as provided in paragraph 2 below. Fee changes will be presented to the Board of Directors via annual budget and implemented upon and through budget approval.

2. **Termination.** This agreement may be terminated by either party hereto, with or without cause, without penalty upon sixty (60) days prior written notice, sent by certified mail. Date of termination must be the last day of the month. Association agrees to reimburse Manager for all printing and electronic reproduction costs required for transfer of information.

3. **DUTIES OF THE MANAGER.** Subject to all applicable laws and regulations or administrative enactment applicable to the Association and to the conditions, terms and limitations included herein and as set forth in Exhibit A attached hereto, Manager shall perform the following"

P.O. Box 674
Clayton, NC 27528

Phone 919-333-3567
Fax 919-256-5057

BruceAllen@Signaturemgt.com

Signature MANAGEMENT

3.2 Maintain one or more common bank accounts in the name of the Association for the deposit of funds received pursuant to this Agreement, and make disbursements from such account, provided sufficient funds are available therefore, on behalf of the Association for operating expenses of the Association, including maintenance and utility expenses.

Except for the payment of insurance premiums, utility bills and except herein provided elsewhere, and except as specifically authorized in any approved operating budget or plan of operation approved by the Board of Directors, on any one item of service, products, repair or replacement, the expenses incurred shall not exceed \$250.00 unless such payment is specifically authorized by the Declarant or Board of Directors of the Association, provided however, that emergency repairs involving manifest danger to life, health, property or safety of the association, or for the safety of its members, are required to avoid the suspension of necessary services to the association, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Manager will, if at all possible, confer immediately with the Declarant and or Board of Directors of the Association regarding every such expenditure.

3.3 Oversee such Contractors and Subcontractors as may be engaged on behalf of the Association.

3.4 Produce quarterly financial reports to include a Balance Sheet, Income Statement, Disbursements, Journal Entries and Accounts Receivable listing, together with annual income statements for use in the preparation by the Association of its annual tax returns, if required. Manager will prepare annual income tax returns. Manager is hereby authorized to sign income tax returns on behalf of Association.

3.5 Attend up to 4 Board of Directors meetings and 2 membership meetings totaling up to 6 total meetings per year. All meetings attended in excess of the predetermined number and those in excess of two and one half hours, regardless of reason the Manager will receive the prevailing hourly consulting fee compensation per meeting.

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Signature MANAGEMENT

3.6 Assist in the preparation of an annual budget for review by the Declarant and or Board of Directors of the Association.

3.7 Maintain appropriate records and files including but not limited to (where applicable) a roster of all residents, rules and regulations, budgets, income and expense statements, income tax returns, meeting minutes and other records as appropriate.

3.8 Prepare mailings and announcements necessary to coordinate the two annual meetings. Management reserves the right to charge for excessive mailings.

3.9 Perform once monthly inspections of Association property.

3.10 Enforce as required and as allowed by the Declaration of Covenants and North Carolina law, the Association rules and regulations at the direction of the Board of Directors of the Association.

3.11 Handle Questions and concerns from Homeowners, which include provision for handling after hours emergency situations with the Association.

3.13 Perform other duties and activities as may be agreed upon by the Manager and the Association from time to time.

3.14 It is stipulated and agreed that all books, records, documents and procedures prepared, developed and/or implemented pursuant to this Agreement shall be the property of the Association. It is further stipulated and agreed that, if this contract is canceled, that the Manager will provide all computer records in hard copy only.

4.0 **INSURANCE.** Manager shall, throughout the term of this agreement and at the Manager's expense, maintain a policy of comprehensive general liability. Manager will provide to the Board of Directors of the Association a copy of proof of insurance upon request. The Association shall name Manager as an additional insured under the Association Master Policy.

Manager, for processing and implementing an Association insurance claim and/or related repairs / work, will receive compensation equal to ten (10) percent of the total of the claim. In the event that a claim does not result in a settlement and payment to the Association, Manger will be compensated for work on the claim at the then prevailing hourly consulting fee.

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5.0 **INDEMNITY.** The Association shall indemnify and hold harmless from all damages, losses, or liabilities incurred by Manager, including legal fees that are by reason or result of any act or omission of the Association, or, by reason or result of any act performed by the Manager pursuant to its duties in the scope of employment and responsibility under this agreement except to the extent that such damage loss or liability results solely from Manager's willful and wanton misconduct and gross negligence.

6.0 **FORCE MAJEURE.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by war, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, failure of third parties to perform their obligations or other similar causes not within the control of Manager, and any time periods required for performance shall be extended accordingly.

7.0 **EXCLUSIVITY.** The Association during the term of this agreement shall not authorize any other person, firm or corporation to negotiate or act as manager for the property.

10.0 **COMPENSATION.** The Association shall pay the Manager at the beginning of each month during the term of this Agreement, as compensation for services hereunder, an amount equal to the sum calculated on Exhibit A. The Manager shall be entitled to pay such compensation to itself from funds held by Association in its common account.

All costs and expenses incurred by Manager directly relating to the business matters of the Association including but not limited to, postage, copies, faxes, long distance calls, stationary and supplies shall be the expense of and paid by the Association.

11.0 **MISCELLANEOUS.** This Agreement contains the entire and fully integrated Agreement between the Association and Manager relating to the Property and supersedes all prior and contemporaneous understandings between parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective unless set forth in writing and signed by both parties.

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Signature MANAGEMENT

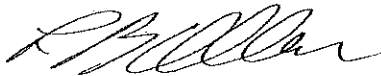
12.0 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

13.0 **BINDING EFFECT.** This agreement shall be binding upon the parties hereto and their respective heirs, assigns and successors in interest.

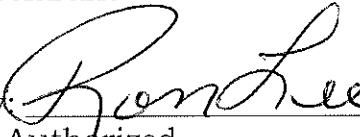
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purpose herein expressed the day and year first above written.

Signature Management

of Johnston County LLC



Coats Ridge Homeowners' Association, Inc.
Declarant

By:  Date:
Authorized
Representative

P.O. Box 674
Clayton, NC 27528

Phone 919-333-3567
Fax 919-256-5057

BruceAllen@Signaturemgt.com

Signature MANAGEMENT

Exhibit A Management Services Agreement

COMPENSATION:

MANAGEMENT FEES

1. \$60.00 Per Month.

Included Services

- ◆ **Bookkeeping**
- ◆ **Collection of Association Dues per Current Billing Cycle**
- ◆ **Resolve Association Billing problems**
- ◆ **Monthly invoicing of Delinquent Accounts**
- ◆ **Monthly financial and accounts receivable reports to Directors.**
- ◆ **Make Deposits of Association Monies**
- ◆ **Payment of all Association Account Payable**
- ◆ **Prepare annual budget for Review by Board**
- ◆ **Coordinate Service Contracts and Confirm Subcontractor work, if required**
- ◆ **Attend Board Meetings up to 4 Board Meetings per year**
- ◆ **Attend Annual Homeowners meeting and other Association Meetings as required. Number to be determined.**
- ◆ **Inspect Property once per month**
- ◆ **Provide Conference room for meetings**
- ◆ **Develop Bid specs for approval to Limits of Ability**
- ◆ **Address accounts requiring demand letter for collections,**
- ◆ **Interface with Board as Necessary**
- ◆ **Receive Architectural Change Requests, review for completeness/ compliance and forward to Declarant and or Board of Directors. At the direction of the Declarant and or Board of Directors inform requester of approval or need for changes.**

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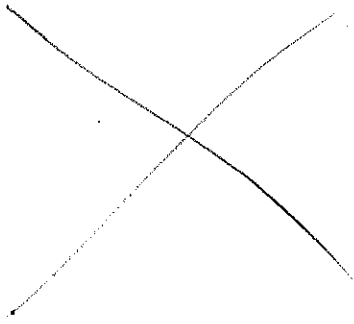
Signature MANAGEMENT

- ♦ **Manager is authorized to issue and charge for certificates setting forth whether or not the assessments on a specific lot have been paid. Billed to attorney or agent requesting the certificate.**
- ♦ **Take and Word Process Board Meeting Minutes for a per meeting fee of \$25.00**
- ♦ **Hourly consulting fee for items not contained in this Agreement. To be charged only upon notice and agreement by Association Board of Directors.**

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Signature MANAGEMENT

November 6, 2017 August 7, 2018 *RL*

Ron Lee
Declarant
Willow Ridge Homeowners' Association

RE: Willow Ridge Homeowners Association Management Services.

Mr. Lee,

Thank you for the opportunity to be of service to Willow Ridge Homeowners Association.

Attached is a proposed management agreement in accordance with our previous discussion. I have incorporated the scope of work and the pricing that I proposed at that time. Please note the details in appendix A.

Please let me know if you have any questions or require additional information.

Best regards
Signature Management



L. Bruce Allen

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WHEREAS the Association desires continuous, uniform management of its property by a single qualified organization; and whereas the Manager is qualified to provide and render such services as are required by the Association and desires to provide and render such services to the Association.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and of the promises made, the parties hereto agree as follows:

1. **Employment and Term of Manager.** The Association hereby contracts the Manager and the Manager hereby accepts the contract under the terms and conditions set forth herein, to manage its Common Areas (hereinafter referred to as the “Property”) located In Johnston County, NC and aspects of the business affairs of the Association as noted below. The term of the contract to manage will commence on or about _____ 1, 2018 and end on December 31, 2018; however unless terminated at that time the term will extend to December 31, 2019, or will continue until terminated by either party as provided in paragraph 2 below. Fee changes will be presented to the Board of Directors via annual budget and implemented upon and through budget approval.

2. **Termination.** This agreement may be terminated by either party hereto, with or without cause, without penalty upon sixty (60) days prior written notice, sent by certified mail. Date of termination must be the last day of the month. Association agrees to reimburse Manager for all printing and electronic reproduction costs required for transfer of information.

3. **DUTIES OF THE MANAGER.** Subject to all applicable laws and regulations or administrative enactment applicable to the Association and to the conditions, terms and limitations included herein and as set forth in Exhibit A attached hereto, Manager shall perform the following”

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Signature MANAGEMENT

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3.5 Attend up to 4 Board of Directors meetings and 2 membership meetings totaling up to 6 total meetings per year. All meetings attended in excess of the predetermined number and those in excess of two and one half hours, regardless of reason the Manager will receive the prevailing hourly consulting fee compensation per meeting.

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Signature MANAGEMENT

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6.0 **FORCE MAJEURE.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by war, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, failure of third parties to perform their obligations or other similar causes not within the control of Manager, and any time periods required for performance shall be extended accordingly.

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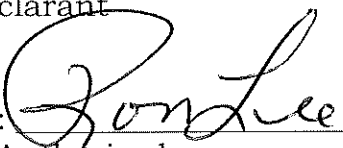
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purpose herein expressed the day and year first above written.

Signature Management

of Johnston County LLC



Willow Ridge Homeowners' Association
Declarant

By:  Date:
Authorized
Representative

P.O. Box 674
Clayton, NC 27528

Phone 919-333-3567
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Signature MANAGEMENT

Exhibit A Management Services Agreement

COMPENSATION:

MANAGEMENT FEES

1. \$60.00 Per Month.

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- ◆ **Hourly consulting fee for items not contained in this Agreement. To be charged only upon notice and agreement by Association Board of Directors.**

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