



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

LAURELTON VILLAGE HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 15th day of March, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of March, 2013.

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION

OF

LAURELTON VILLAGE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 55-A 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 non-profit corporation and hereby certifies:

ARTICLE I

The name of the corporation is Laurelton Village Homeowners Association, Inc. hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 1851 S. Main Street, Graham, Alamance County, North Carolina 27253.

ARTICLE III

Kristin Foust, whose address is 1851 S. Main Street, Graham, Alamance County, North Carolina 27253, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof and no part of the Association's net income shall inure to the benefit of any of its Officers, Executive Board members or Members or any other private individual. The purposes and objects of the Association shall be to provide for administration, maintenance, preservation and architectural control of the Lots and Common Elements within that certain tract of property described as follows:

Lying and being in Alamance County, North Carolina, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference or so much thereof as may be brought with the jurisdiction of the Association and any additional property which may hereafter be brought within the jurisdiction of this Association (the "Properties");

and to promote the health, safety and welfare of the residents within the above described property, in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Laurelton Village (hereinafter called the "Declaration"; unless otherwise defined, capitalized terms shall have the same meaning as set forth in the Declaration),

now or hereafter made applicable to the Properties and recorded or to be recorded in the Office of the Register of Deeds of Alamance 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 and for this purpose 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.

(b) fix, levy, collect and enforce payment of, 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) 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) borrow money, and in accordance with the terms and conditions of the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Executive Board; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized Officers, agreeing to such dedication or transfer, has been recorded.

(f) pursuant to Section 47F-3-112 of the Planned Community Act and upon approval of the Members as required by the Declaration, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however, during Declarant's Development Period (as defined in the Declaration), Declarant (as defined in the Declaration), must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances.

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of the Members entitled to cast at least two-thirds (2/3) of all outstanding votes.

(h) 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

The qualification of the Members and the manner of their admission to Membership and termination of such Membership shall be as follows:

1. All Owners shall be Members of the Association, and no other person or entity shall be entitled to Membership.

2. Membership shall be established by the acquisition of fee title to a Lot, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the Membership of any party shall be automatically terminated upon such party being divested of all title to or such party's entire fee ownership interest in any Lot, except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Lots, or who may own a fee ownership interest in two or more Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to such Member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration and in the Bylaws which may be hereafter adopted.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: The Class A Members shall be every person or entity who or which 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, except for Declarant or any affiliated entity, during any Period of Declarant Control. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B: Declarant shall be the Class B Member and Declarant shall be entitled to three (3) votes for each lot shown on the "Master Plan," as defined in the Declaration, as developed or to be developed as a part of Laurelton Village which has not been conveyed by Declarant or any affiliated entity, to a Class A Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, the Master Plan is amended to add additional lots developed or to be developed as a part of Laurelton Village sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to three (3) votes for each lot shown on the Master Plan as developed or to be developed as a part of Laurelton Village which has not been conveyed by Declarant or an affiliate of Declarant to a Class A Member) greater than those of the Class A membership; or,

(ii) fifteen (15) years from the date this Declaration is recorded in the Office of the Register of Deeds, Alamance County, North Carolina.

Except as otherwise provided above, on all matters which the Membership shall be entitled to vote, the Member(s) owning each Lot shall be entitled to one (1) vote. The vote of each Lot may be cast or exercised by the Owner or Owners of each Lot in such manner as may be provided in the Bylaws hereafter adopted by the Corporation.

ARTICLE VII

EXECUTIVE BOARD

The affairs of this Association shall be managed by an Executive Board the members of which, during the Period of Declarant Control (as defined in the Declaration), need not be Members of the Association. During any Period of Declarant Control, Declarant shall have the right to appoint all of the members of the Executive Board. Declarant shall from time-to-time notify the Association in writing of the names and addresses of the members of the Executive Board appointed by Declarant. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Executive Board which Declarant is not entitled to designate or select shall be elected by the Members of the Association. The number of members of the first Executive Board shall be three (3). The number of Executive Board members on subsequent Boards shall be as set forth in the Bylaws of the Association. Following the expiration of the Period of Declarant Control, the Executive Board shall consist of no less than three (3) and no more than seven (7) persons. Single Family Members shall be entitled to elect a majority of the Executive Board members and Townhome members will be entitled to elect the remaining Executive Board members. For illustrative purposes, if the Executive Board consists of five (5) members, the Single Family Members will be entitled to elect three (3) members of the Executive Board and the Townhome Members will be entitled to elect two (2) members of the Executive Board. For purposes of electing Executive Board members, Single Family Members and Townhome Members shall vote as separate classes of Members. The names and addresses of the persons who are to act in the capacity of Executive Board members until the selection of their successors are:

<u>Names</u>	<u>Addresses</u>
Kristin Foust	1851 S. Main Street Graham, NC 27253
Christopher Foust	1851 S. Main Street Graham, NC 27253
Thomas C. Hall	5603 New Garden Village Drive Greensboro, NC 27410

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the Members entitled to cast not less than eighty percent (80%) of the votes of the Association; provided, however, the Association may not be dissolved during Declarant's Development Period without Declarant's prior written consent. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the affirmative vote of the Members entitled to cast at least seventy-five percent (75%) of the votes of the Association, provided, however, no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant.

ARTICLE XI

INDEMNIFICATION

Every person who is or shall be or shall have been a member of the Executive Board or Officer of the Association and Member's or Officer's personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed

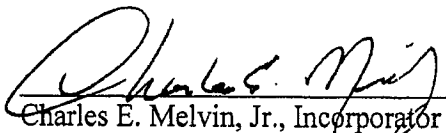
on such Member or Officer in connection with or resulting from any action, suit or proceeding to which such Member or Officer may be made a party by reason of such Member or Officer being or having been a member of the Executive Board or Officer of the Association or any subsidiary or affiliate thereof, except in relation to such matters as to which such Member or Officer shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or to have been liable by reason of willful misconduct in the performance of such Member's or Officer's duty as such member of the Executive Board or Officer. For purposes of this provision, "costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement. Nothing contained in these Articles shall be deemed to eliminate or reduce the protection from personal liability granted to members of the Executive Board by the North Carolina Nonprofit Corporation Act and by the Articles of Incorporation of the Association.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows: Charles E. Melvin, Jr., Smith Moore Leatherwood LLP, 300 N. Greene Street, Suite 1400, Greensboro, NC 27401.

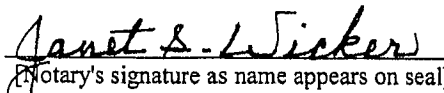
IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 14th of March, 2013.

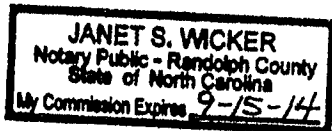
 (SEAL)
Charles E. Melvin, Jr., Incorporator

Guilford County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles E. Melvin, Jr.

Today's Date: March 14, 2013


[Notary's signature as name appears on seal]
Janet S. Wicker
[Notary's printed name as name appears on seal]



My commission expires: 9-15-2014

[Affix Notary Seal in Space Above]

EXHIBIT A

[Legal Description]

BEGINNING at an EIP located in the southwestern margin of the right of way of N.C. Highway 54, said EIP also being located in the northeastern corner of property now or formerly owned by Homer L. Pike as recorded in Deed Book 1991, Page 894, Alamance County Registry; thence along the northern line of Pike South 53°44'13" West 828.09 feet to an EIP located in the northeastern corner of property now or formerly owned by Roland Lee Norton as recorded in Deed Book 496, Page 29, Alamance County Registry; thence along a northern line of Norton the following three bearing breaks: South 53°44'13" West 230.32 feet to an EIP, North 72°06'34" West 358.61 feet to an EIP, and South 88°05'57" West 555.25 feet to an EIP located in the eastern margin of Haw River; thence along the eastern margin of Haw River the following four bearing breaks: North 10°30'39" West 158.30 feet to a point; North 13°49'44" West 95.61 feet to a point, North 17°33'43" West 153.10 feet to a point, and North 25°36'35" West 85.11 feet to an EIP located in the southwestern corner of property now or formerly owned by David Nelson Cox as recorded in Deed Book 1597, Page 570, and being Lot 2 as shown in Plat Book 55, Page 76, Alamance County Registry; thence along the southern line of Cox North 58°55'34" East 599.64 feet to an EIP located in the southwestern corner of property now or formerly owned by David Nelson Cox as recorded in Deed Book 994, Page 625, and being Lot 1 as shown in Plat Book 55, Page 76, Alamance County Registry; thence along the lines of Cox the following four bearing breaks: North 58°55'34" East 331.02 feet to an EIP, North 43°27'02" East 249.63 feet to an EIP, South 73°05'38" East 224.85 feet to an EIP, and North 53°44'21" East 249.42 feet to an EIP located in the southwestern margin of the right of way of N.C. Highway 54; thence along the southwestern margin of the right of way of N.C. Highway 54 South 36°15'47" East 844.11 feet to the point and place of BEGINNING, containing 32.822 acres, more or less, according to a Boundary Survey for Pierce Homes of Carolina, Inc. prepared by Borum, Wade and Associates, P.A. dated November 1, 2006, revised February 7, 2007, and March 22, 2007, designated as Plan Sheet No. C-1184.

SAVE AND EXCEPT FROM THE ABOVE-DESCRIBED PROPERTY THE FOLLOWING: BEGINNING at an EIP located in a southern line of property now or formerly owned by David Nelson Cox as recorded in Deed Book 994, Page 625, and being Lot 1 as shown in Plat Book 55, Page 76, Alamance County Registry, said point of Beginning also being located South 53°44'21" West 310.00 feet and North 73°05'38" West 224.85 feet from the southeastern corner of Lot 1 as shown in Plat Book 55, Page 76, Alamance County Registry; thence along a southern line of Cox South 73°05'38" East 65.00 feet to a point located in a northern line of property now or formerly owned by JEN Investments as recorded in Deed Book 2347, Page 832, Alamance County Registry; thence along a northern line of JEN Investments South 81°35'32" West 94.15 feet to a point located in a southern line of property now or formerly owned by David Nelson Cox; thence along a southern line of Cox North 43°27'02" East 45.00 feet to the point and place of BEGINNING, containing 1308.3 Square Feet (0.030 acres) more or less, according to a Property Transfer Map prepared by Borum, Wade and Associates, P.A. dated February 28, 2007.