

**ARTICLES OF INCORPORATION
OF THE
ASHFIELD PLACE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapters 47F and 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 hereby certifies as follows:

**ARTICLE I
NAME**

The name of the corporation is the **ASHFIELD PLACE HOMEOWNERS ASSOCIATION, INC.** (hereinafter the "Association").

**ARTICLE II
REGISTERED OFFICE AND INITIAL AGENT; PRINCIPAL OFFICE**

The registered office of the Association is located at 7B Corporate Center Court, Greensboro, Guilford County, North Carolina 27408. The name of the initial registered agent at such address is Richard M. Westmoreland, Jr. The initial principal office of the Association is located at 7B Corporate Center Court, Greensboro, Guilford County, North Carolina 27408. The location of the registered and the principal office of the Corporation may be changed by a majority vote of the Board of Directors.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate a pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to own and maintain certain Common Area (as that term is defined in that certain Declaration Of Covenants, Conditions And Restrictions For The Ashfield Place Homeowners Association, Inc., to be recorded in the Durham County Registry, as from time to time amended, said document, together with all amendments thereto, if any, being hereinafter referred to as the "Declaration") within the subdivision known as Ashfield Place (hereinafter the "Subdivision"), and for these purposes, to:

(a) exercise all powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and in the North Carolina Planned Community Act, N.C.G.S. Chapter 47F (hereinafter the "Act") ;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments made pursuant to the terms of the Declaration;

(c) pay all expenses incurred in connection with collection of the charges and assessments set forth in subparagraph (b) above, and pay all office and other expenses incident to the conduct of the business of the Association, including all taxes, licenses and other governmental charges levied or imposed against property owned by the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain and, subject to the provisions of subparagraph (f) below, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money and, with the assent of Members entitled to at least 80% of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots (as defined in Article III, Section 2 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, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as provided in Article IV of the Declaration;

(f) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes appurtenant to each Class of Lots agree to such dedication, sale or transfer and signify their agreement by a signed and recorded document. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility and/or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of the Properties (defined in the Declaration). Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to the Town of Rolesville or other appropriate governmental entity or to another nonprofit corporation organized for similar purposes;

(g) exchange all or part of the Common Area for other property and consideration of like value and utility;

(h) participate in mergers or consolidations with other nonprofit corporations organized for the same or similar purposes, provided that any such merger or consolidation shall have the consent of the Members as provided in subparagraph (f) above; and

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

**ARTICLE IV
FINANCE**

The Association is a non-stock corporation and no part of the profits, if any, of the Association shall inure to the pecuniary benefit of its Members, or any of them, or to any other person.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

The voting rights of the Members shall be provided in the Declaration and Bylaws of the Association.

**ARTICLE VI
MANAGEMENT**

The affairs of the Association shall be managed by an initial Board of one (1) Director. The person who is to act in the capacity of Director until the selection of his successors are:

<u>Name</u>	<u>Address</u>
Richard M. Westmoreland, Jr.	7B Corporate Center Court Greensboro, NC 27408

The number of directors of the Association shall be one (1) until the first annual meeting of the Association, at which time the number of Directors shall be increased to five (5). At the first annual meeting, the Members shall elect one Director to serve a term of one year, two Directors to serve a term of two years, and two Directors to serve a term of three years.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the Director of Directors whose term(s) is(are) expiring, to serve for a term of three years (except in the case of the initial election of a Director, in which case

the term of that Director may be shortened to provide for the staggering set forth in this Article, or in the case of the filling of a vacancy, in which case the Director elected to fill the vacancy shall be elected for the unexpired term of the Director whose vacancy is being filled).

The term of office of the Directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one nor more than three Directors shall expire at each annual meeting. Each Director shall hold office until his death, resignation, retirement, removal or disqualification, or until his successor is elected and qualified. Directors need not be Members of the Association.

The Members of the Association may, by a majority of the votes cast at any duly called annual or special meeting of the Members at which a quorum is present, increase or decrease the number of directors of the Association, provided, however, that the number of directors shall not be increased to more than nine (9) or decreased to less than five (5) without amendment of the Bylaws of the Association.

ARTICLE VII DISSOLUTION

The Association may be dissolved only upon the signed written assent of both Members entitled to at least 80% of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes appurtenant to each Class of Lots. Upon dissolution, 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 the Association was created. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization devoted to similar purposes. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to the Town of Rolesville or other appropriate governmental entity or to another nonprofit corporation organized for similar purposes.

ARTICLE VIII DURATION

The period of existence of the Association is perpetual.

ARTICLE IX AMENDMENTS

Amendment of these Articles shall require the assent of Members entitled to at least eighty percent (80%) of the votes of the entire membership.

