

# STATE OF 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

### GLEN LAUREL HOMEOWNER'S ASSOCIATION OF GREENSBORO, INC.

the original of which was filed in this office on the 26<sup>th</sup> day of October, 1998.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 26<sup>th</sup> day of October,  
1998.



*Elaine F. Marshall*

Secretary of State



1. The first part of the document is a list of names and addresses, which are arranged in a columnar format. The names are written in a cursive hand, and the addresses are given in a more formal, printed style. The list appears to be a directory or a record of some kind.

2. The second part of the document is a series of paragraphs, each beginning with a heading or a title. The text is written in a cursive hand, and the headings are written in a larger, bolder script. The paragraphs appear to be descriptions or reports of some kind.

3. The third part of the document is a list of items, each with a number and a description. The numbers are written in a cursive hand, and the descriptions are written in a more formal, printed style. The list appears to be a catalog or a record of some kind.

4. The fourth part of the document is a series of paragraphs, each beginning with a heading or a title. The text is written in a cursive hand, and the headings are written in a larger, bolder script. The paragraphs appear to be descriptions or reports of some kind.

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ARTICLES OF INCORPORATION  
OF  
GLEN LAUREL  
HOMEOWNER'S ASSOCIATION  
OF GREENSBORO, INC.

C-0474284

FILED

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OCT 26 1998

EFFECTIVE  
ELAINE F. MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

98 299 5107

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 and by virtue of the laws of the State of North Carolina.

ARTICLE I

NAME

The name of the corporation is **GLEN LAUREL HOMEOWNER'S ASSOCIATION OF GREENSBORO, INC.**, hereinafter called the "Association."

ARTICLE II

DURATION

The duration of the Association is perpetual.

ARTICLE III

PURPOSE

The purposes for which the Association is organized and the powers it will possess are:

a. To operate without contemplating 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, directors or members or any other private individual.

b. To provide for architectural control of the construction, erection and installation of any improvements on lots located in that residential development known as Glen Laurel, more particularly described below.

c. To provide for the beautification and maintenance and to build and maintain facilities and improvements on the Common Area within that certain tract of land described as Glen Laurel and being:

- (1) All of that certain parcel of land shown on that plat entitled "Glen Laurel, Phase 1," which appears of record in the Office of the

Register of Deeds of Guilford County, North Carolina, recorded in Plat Book 130, Page 070; and

All of that certain parcel of land shown on that plat entitled "Glen Laurel, Phase 2," which appears of record in the office of the Register of Deeds of Guilford County, North Carolina, recorded in Plat Book 130, Page 071.

- (2) Additional land within the boundaries of that property located in Exhibit "A" attached hereto and incorporated herein by reference, or any land that adjoins that property described on the attached Exhibit A, which may be annexed by D.R. Horton, Inc. - Greensboro, a North Carolina Corporation, its successors and/or assigns (hereinafter referred to as the "Declarant"), without the consent of Members of the Association within fifteen (15) years after the date of the incorporation of the Association.
- (3) Such property as may be annexed at any time with the express consent of two thirds (2/3) of the votes entitled to be cast by the Class A Members and two thirds (2/3) of the votes entitled to be cast by the Class B Members.

(d) To promote the health, safety, and welfare of the residents within the above described property and any additions thereto that may hereafter be brought within the jurisdiction of the Association for these purposes.

(e) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Glen Laurel, hereinafter called the "Declaration," applicable to the property and recorded in the Office of the Register of Deeds of Guilford County, North Carolina, as the same may be amended from time to time. The terms used herein shall have those same meanings as defined in the Declaration.

(f) To provide maintenance and make improvements to the Common Area as provided in the Declaration.

(g) To collect assessments from its Members as provided in the Declaration.

(h) To do and perform all acts, services, functions and duties directly or indirectly connected with the commencement and continued operation of the affairs of an association of owners.

(i) To engage in any lawful act or activity and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of North Carolina (Chapter 55A, North Carolina General Statutes) by law may now or hereafter exercise.

#### ARTICLE IV

#### MEMBERSHIP

The membership of the Association shall consist of the Declarant for so long as it shall be an Owner of a Lot in Glen Laurel, and every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, but excluding persons who hold an interest merely as security for performance of an obligation. Ownership of such interest shall be the sole qualification of membership. ~~No Owner shall have more than one membership, except as expressly provided hereinafter.~~ Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association may make reasonable rules relating to the proof of ownership of a Lot in Glen Laurel.

#### ARTICLE VI

#### VOTING RIGHTS

Section 1. Classes of Memberships. The Association shall have two (2) classes of voting membership:

a. Class A. Class A Members shall be all Owners as defined in Article V of the Declaration, with the exception of the Declarant during the period Declarant is a Class B Member as defined below. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by said Article V. When more than one person or entity holds such interest in any Lot, ~~all such persons shall be Members. The vote for such Lot shall be exercised~~ as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot and no fractional vote may be cast with respect to any Lot.

b. Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest; provided, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
2. Ten (10) years after the date of the Declaration.

With the recording of new Sections of Glen Laurel, and the annexation of additional lands subject to the jurisdiction of the Association, new Class A and Class B Memberships shall be created.

## ARTICLE VI

### BOARD OF DIRECTORS

**Section 1. Initial Board:** The affairs of the Association shall be managed by a Board of Directors, as set out in the Bylaws, who need not be Members of the Association. The initial Board shall consist of three (3) Directors. The names and addresses of the persons who are to act in the capacity of and constitute the initial Board of Directors, until the election and qualification of their successors, are:

<u>Name</u>	<u>Address</u>
Thomas C. Hall	411-I Parkway Greensboro, North Carolina 27401
James L. Eskridge, Jr.	411-I Parkway Greensboro, North Carolina 27401
M. Lee McAllister	411-I Parkway Greensboro, North Carolina 27401

**Section 2. Election and Term:** At the first annual meeting, the Directors shall be elected as required by the Bylaws. The term of the Directors elected shall be as provided in the Bylaws. All Directors shall serve until their successors have been duly qualified and elected.

**Section 3. Subsequent Elections:** The method of election of Directors after the first election held pursuant to Section 2 hereof shall be as provided in the Bylaws.

## ARTICLE VII

### MERGERS AND CONSOLIDATION

To the extent permitted by the law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes; provided, no merger or consolidation may be effectuated unless two-thirds (2/3) of each class of all the votes entitled to be cast by the membership are cast in favor of merger or consolidation at an election held for such purpose. In such event the holder of Class B voting rights shall be entitled to one vote for each Lot which it owns.

## ARTICLE VIII

### REGISTERED AGENT AND OFFICE

The principal and initial registered office of the Association is located at 411-I Parkway, Greensboro, Guilford County, North Carolina 27401. M. Lee McAllister is the initial registered agent of the Association at that address.

## ARTICLE IX

### DISSOLUTION OR INSOLVENCY

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. 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 the Association was created. In the event that such dedication is refused acceptance, 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.

## ARTICLE X

### AMENDMENTS

**Section 1. Amendment by Membership:** Except as herein provided, any amendment to these Articles may be accomplished with the assent of seventy five (75%) percent of all Lot Owners in Glen Laurel, voting in person or by proxy; provided, however, that any amendment which shall materially and adversely affect the validity or priority of the lien of or the rights of Institutional Lenders (as hereinafter defined) holding first mortgage loans on property located within Glen Laurel shall be required to have the prior approval of such Institutional Lenders. "Institutional Lender" shall mean and refer to banks, savings and loan associations, insurance companies, other firms or entities customarily affording loans secured by first liens on residences, and other eligible insurers and governmental guarantors. Notwithstanding anything contained in this Article X, no amendment relating to the maintenance and ownership of any permanent detention ponds on any land in Glen Laurel shall be made without review and approval by the governmental office having jurisdiction for watershed protection. Should additional property later be brought within the jurisdiction of this Association, pursuant to the Declaration, it shall not be necessary to amend these Articles to annex such additional property.

**Section 2. Recordation:** No amendment made pursuant to this section shall be effective until duly recorded in the Office of the Secretary of State of North Carolina.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows:

M. Lee McAllister  
411-I Parkway  
Greensboro, North Carolina 27401

ARTICLE XII

INDEMNIFICATION

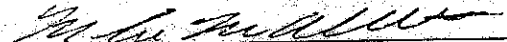
To the fullest extent permitted by the North Carolina Nonprofit Corporation Act as its exists or may hereafter be amended, no person who is serving or who has served as a director of the corporation shall be personally liable for monetary damages for breach of any duty as a director. No amendment or repeal of this article, nor the adoption of any other amendment to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

ARTICLE XIII

HUD/VA APPROVAL

As long as there is a Class B member, the following acts will require the prior approval for compliance with established HUD or VA guidelines: Annexation of additional properties, except annexations of additional properties described in Exhibit "A" attached hereto effected pursuant to Article X of the Declaration, merger, consolidation, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purposes of forming this non-profit corporation under the laws of the State of North Carolina, the undersigned, as incorporator, has executed these Articles of Incorporation this 15<sup>th</sup> day of October, 1998.

  
\_\_\_\_\_  
M. Lee McAllister, Incorporator



NORTH CAROLINA

GUILFORD COUNTY

I, CAROLYN P. SHARPE, a Notary Public, do hereby certify that **M. LEE MCALLISTER** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This 15 day of OCTOBER, 1998.

Carolyn P. Sharpe  
Notary Public

My Commission Expires:

January 19, 2000

## EXHIBIT A

The following property in Jefferson Township, Guilford County North Carolina:

BEGINNING at a point in the existing Northern right-of-way line of East Lee Street Extension (S.R. #3037), having a 60' right-of-way, said beginning point also being the southwestern corner of Lot 2, of the Doris T. Beck subdivision, as shown on that plat recorded in Plat Book 77, Page 58, in the Guilford County Registry, and from said point of beginning thence with the western line of the said Lot 2 North  $06^{\circ} 26' 30''$  West 239.84 feet to an existing iron pipe; thence with the western line of Lot 1 of the Doris T Beck subdivision North  $06^{\circ} 35' 48''$  West 145.53 feet to an existing iron pipe; thence with the line of the said Lot 1 North  $88^{\circ} 01' 31''$  West 71.13 feet to an existing iron pipe; thence with the western line of the said Lot 1 North  $08^{\circ} 30' 35''$  East 84.27 feet to an iron pipe; thence with the western line of Lot 10 and Lot 12 of Trinity Lake, Phase 1-A, as shown on that plat recorded in Plat Book 120, Page 63 in the Guilford County Registry North  $10^{\circ} 12' 25''$  East 261.78 feet to an iron pipe, a corner with Lot 12, Phase 1-A, Trinity Lake, as shown on that plat recorded in Plat Book 120, Page 63, in the Guilford County Registry; thence with a western line of the revised Lot 12 as shown on the "Replat of Lot #12, Trinity Lake, to be recorded in the Guilford County Registry North  $15^{\circ} 01' 11''$  West 110 feet to a new iron pipe; thence with the northwestern line of the revised Lot 12 North  $44^{\circ} 43' 30''$  East 172.14 feet to an iron pipe in the southwesterly line of the right-of-way of Clovelly Drive, being the northernmost corner of the revised Lot 12; thence with the southwestern right-of-way line of Clovelly Drive North  $45^{\circ} 26' 01''$  West 55.21 feet to an iron pipe; thence with said right-of-way South  $44^{\circ} 33' 59''$  West 9.01 feet to a new iron pipe; thence with said right-of-way North  $44^{\circ} 20' 45''$  West 422.51 feet to an iron pipe; thence with said right-of-way North  $44^{\circ} 35' 10''$  East 0.99 feet to an iron pipe; thence with the southern line of Trinity Lake, Phase 1-B, and Trinity Lake, Phase 1-C, South  $87^{\circ} 12' 51''$  West 1434.11 feet to a stone in the eastern line to the Floral Vista Subdivision, as shown on Plat Book 20, Page 97 in the Guilford County Registry; thence with the eastern line of the Floral Vista Subdivision South  $17^{\circ} 06' 05''$  East 196.67 feet to an existing iron pipe; thence continuing with the eastern line of the Floral Vista Subdivision South  $17^{\circ} 59' 40''$  East 200.18 feet to an iron pipe; thence continuing with the eastern line of the Floral Vista Subdivision South  $17^{\circ} 33' 35''$  East 549.83 feet to an existing iron pipe in the northern line of J.W. Smith; thence with the northern line of J.W. Smith and the northern line of Hugh K. Sarvis and Betty G. Sarvis North  $72^{\circ} 08' 44''$  East 769.62 feet to a stone, the northeastern corner of Tract 2 of the property of Hugh K. Sarvis and wife Betty G. Sarvis (see Deed Book 2394, Page 17); thence with the eastern line of the said Tract 2 South  $17^{\circ} 22' 51''$  East 566.42 feet to an iron pipe in the northern right-of-way line of East Lee Street Extension; thence with the northern right-of-way line of East Lee Street Extension along a curve to the right, having a radius of 1038.69 feet, a chord bearing and distance of North  $88^{\circ} 51' 34''$  East 111.19 feet to a new iron pipe; and thence with the northern right-of-way line of East Lee Street Extension South  $88^{\circ} 04' 15''$  East 438.35 feet to an iron pipe, the point and place of beginning.