



# 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

### WHITE HAWK AT CALEB'S CREEK HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 23rd day of May, 2019.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 23rd day of May, 2019.

*Elaine F. Marshall*

Secretary of State

**ARTICLES OF INCORPORATION  
OF  
WHITE HAWK AT CALEB'S CREEK HOMEOWNERS ASSOCIATION, INC.**

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

**ARTICLE I  
ASSOCIATION**

The name of the corporation is White Hawk at Caleb's Creek Homeowners Association, Inc. (the "Association").

**ARTICLE II  
PRINCIPAL AND REGISTERED OFFICE**

The principal and registered office of the Association is located at:

1110-A Dover Road  
Greensboro, North Carolina 27408  
(Guilford County)  
Telephone number (336) 378-1778

**ARTICLE III  
REGISTERED AGENT**

Debbie Joyce, whose address is 1110-A Dover Road, Greensboro, Guilford County, North Carolina 27408, 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, directors 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 Association, Common Area and Lots within the Association, and to promote the health, safety, and welfare of the residents within the planned community known as "White Hawk at Caleb's Creek" and any

additions thereto as may hereafter be brought within the jurisdiction of this Association, 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 that certain Declaration of Covenants, Conditions and Restrictions for White Hawk at Caleb's Creek Homeowners Association, Inc., hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Forsyth 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;
- (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) 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 Owners entitled to cast two-thirds (2/3) of the votes of each class of Members;
- (f) 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 by the Association's Board of Directors; 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;
- (g) pursuant to Section 47F-3-112 of the North Carolina Planned Community Act and with the consent of the Members entitled to cast at least eighty percent (80%) of the votes of the Association, 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 the Development Phase (as defined in the Declaration), the 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 remaining common elements to fail to comply with applicable laws, regulations or ordinances; and

(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**

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 shall be a voting 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. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VI VOTING RIGHTS**

The Association shall have two classes of voting membership:

(a) Class A. Except as provided below, Class A Members shall be all Lot Owners except the Declarant; and Class A Members shall be entitled to one (1) vote for each Lot (Class A Lot) owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the vote appurtenant to said 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.

(b) Class B. Class B Member shall be the Declarant (as defined in this Declaration); and such Member shall be entitled to three (3) votes for each Lot (Class B Lot) owned.

The Class B membership shall cease to exist and shall be converted to Class A membership with one vote for each Lot owned, on the happening of either of the following events, whichever occurs earlier:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, that the Class B Lots shall be reinstated with all rights, privileges and responsibilities of such Class, if, after conversion of the Class B Lots to Class A Lots hereunder, additional land containing Lots is annexed to the Existing Property pursuant to Article II of the Declaration, thus making Declarant the owner, by virtue of the newly created Lots and of other Lots owned by Declarant, of a sufficient number of Class B Lots to cast a majority of votes (it being hereby stipulated that the conversion and re-conversion shall occur automatically as often as the foregoing facts shall occur); or

(2) On December 31, 2034; or

(3) when Declarant elects by notice to Association in writing to terminate its Class B membership.

## **ARTICLE VII BOARD OF DIRECTORS**

The Association shall be governed by a Board of Directors, which initially shall consist of three (3) members. In subsequent years, the number of directors shall be determined as provided in the Bylaws of the Association.

During the Development Period, the Declarant shall have the right to designate and select all of the persons who shall serve as members of the Board of Directors of the Association. Except as otherwise provided in the Bylaws with respect to the filing of vacancies, any members of the Board of Directors which Declarant is not entitled to designate or select shall be elected by the Members of the Association. Any Board member designated and selected by Declarant need not be a resident of the Properties.

The names and addresses of the persons who are to act in the capacity of members of the Board of Directors until the selection of their successors are:

<u>Names</u>	<u>Addresses</u>
Debbie Joyce	1110-A Dover Road Greensboro, North Carolina 27408
Teresa Shannon	1110-A Dover Road Greensboro, North Carolina 27408
Kory Reimann	1110-A Dover Road Greensboro, North Carolina 27408

## **ARTICLE VIII LIMITATION ON LIABILITY**

To the fullest extent permitted by the North Carolina Nonprofit Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director of the Association 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 IX INDEMNITY**

Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Board member or officer of the Association, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases wherein the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Board member or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

## **ARTICLE X DISSOLUTION**

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 voting Members; provided, however, that the Association may not be dissolved during the period in which there is a Class B membership without the 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 any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

## **ARTICLE XI DURATION**

The corporation shall exist perpetually.

## **ARTICLE XII AMENDMENTS**

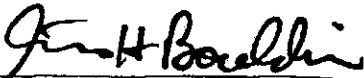
Amendment of these Articles shall require the assent of the Owners of at least two-thirds (2/3) of each class of voting Members; provided, however that no amendment relating to the maintenance or ownership of any permanent storm water treatment structure shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection.

**ARTICLE XIII  
INCORPORATOR**

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Steven H. Bouldin	Post Office Box 2608 High Point, North Carolina 27261

IN WITNESS WHEREOF, these articles are executed by the incorporator as of the 22<sup>nd</sup> day of May, 2019.

  
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Steven H. Bouldin, Incorporator