

211289042

ARTICLES OF INCORPORATION  
OF

**HAWFIELDS CROSSING TOWNHOME OWNERS 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 Hawfields Crossing Townhome Owners Association, Inc. hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at **1810 Pembroke Road, Guilford County, Greensboro, North Carolina, 27408.**

ARTICLE III

**B. John Kavanagh, whose address is 1810 Pembroke Road, Guilford County, Greensboro, 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, 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 Hawfields Crossing (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 with the consent of the Members entitled to cast at least eighty percent (80%) of the votes of each class of Members 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 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.

(i) in the sole discretion of its Executive Board, elect to collect, on behalf of the Master Association (as defined in the Declaration), the assessments levied by the Master Association against the Members of the Association, and to serve as the Master Association's attorney-in-fact for the purpose of enforcing the collection of such assessments and any lien securing the same.

## 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 Corporation, 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 his being divested of all title to or his 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 Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Corporation shall belong solely to the Corporation 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, including, without limitation, John Kavanagh Company, 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 Hawfields Crossing which has not been conveyed by Declarant or any affiliated entity, including John Kavanagh Company, 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 Hawfields Crossing 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 Hawfields Crossing 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) ten (10) 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 who need not be Members of the Association. During any Period of Declarant Control (as defined in the Declaration), 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. 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>
Greg Garrett	1810 Pembroke Road Greensboro, NC 27408
B. John Kavanagh	1810 Pembroke Road Greensboro, NC 27408
Paula McCoy	1810 Pembroke Road Greensboro, NC 27408

## 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 without Declarant's consent during Declarant's Development Period. 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 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, and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection.

ARTICLE XI

FEDERAL HOUSING ADMINISTRATION  
AND  
DEPARTMENT OF VETERANS AFFAIRS APPROVAL

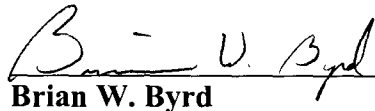
During any Period of Declarant Control, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Department of Veterans Affairs ("VA"), provided that FHA or VA insured loans have been obtained to purchase Lots: annexation of additional properties; mergers and consolidations; mortgaging of Common Elements; dissolution of the Association; and amendment of these Articles of Incorporation.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows: **Brian W. Byrd, 300 North Greene Street, Suite 1400, Greensboro, North Carolina, 27401.**

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 7<sup>th</sup> day of May, 2001.

 (SEAL)  
**Brian W. Byrd**  
Incorporator

NORTH CAROLINA

GUILFORD COUNTY

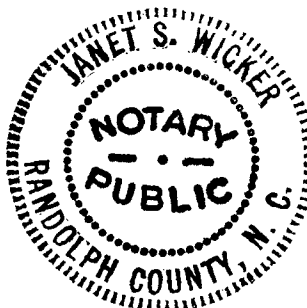
THIS IS TO CERTIFY, that on the 7th day of May, 2001, before me, a Notary Public, personally appeared **Brian W. Byrd**, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this the 7th day May, 2001.

Janet S. Wicker  
Notary Public

My Commission Expires:  
9/15/2004

[NOTARY STAMP/SEAL]



## EXHIBIT A

That certain tract or parcel of land located in Melville Township, Alamance County, North Carolina, adjoining Old Hillsborough Road property of Alamance County, Mary A. Boyer and Kathleen Boyer Villanova and BEGINNING at an existing iron stake located at the Southeastern corner of property of Mary A. Boyer as shown in Deed Book 189 at Page 201 and Deed Book 219 at Page 261 and going the following courses and distances: With the line of Mary A. Boyer North 02° 41' 12" East 376.50 feet to a new iron stake; thence North 88° 54' 58" East 575.70 feet to a new iron pipe; thence with the common boundary line of Tract One of the property of Alamance County as shown in Deed Book 1223 at Page 950 the following courses and distances: South 13° 18' 31" East 105.00 feet to an existing iron pipe in an old oak stump; thence South 29° 43' 46" East 130.40 feet to an existing iron pipe; thence South 39° 07' 40" East 88.71 feet to an existing iron pipe; thence South 58° 35' 44" East 53.93 feet to an existing iron pipe; thence North 41° 56' 29" East 20.01 feet to an existing iron pipe; thence South 26° 20' 58" East 142.42 feet to an existing iron pipe; thence South 53° 22' 20" East 172.37 feet to an existing iron pipe; thence continuing South 53° 22' 20" East 158.23 feet to an existing iron pipe; thence along the same lines South 53° 22' 20" East 13.69 feet to a computed point at the end of a 36 inch pipe; thence South 04° 26' 38" East 21.14 feet to a mathematical point in the center of the 60 foot right of way of Old Hillsborough Road; thence with the center of line of said road and going the following courses and distances: South 86° 33' 10" West 575.00 feet to a mathematical point; South 86° 49' 10" West 100.00 feet to a mathematical point; South 88° 51' 10" West 100.00 feet to a mathematical point, North 89° 08' 50" West 100 feet to a mathematical point; North 88° 44' 50" West 300 feet to a mathematical point; North 86° 54' 50" West 100 feet to a mathematical point; North 80° 26' 50" West 100.00 feet to a mathematical point; North 72° 14' 50" West 100 feet to a mathematical point; North 63° 45' 50" West 100.00 feet to a mathematical point; North 55° 10' 50" West 100.00 feet to a mathematical point; North 49° 06' 50" West 100.00 feet to a mathematical point; North 47° 17' 50" West 98.91 feet to a mathematical point; thence with the line of Kathleen Boyer Villanova, North 89° 01' 31" East 253.45 feet to an existing iron pipe; thence with the line of Mary A. Boyer North 88° 50' 07" East 395.52 feet to the point of BEGINNING and being 15.821 acres more or less and being all of Tract One Final Plat of the Subdivision H. Neel Covington and Harriet T. Covington, Trustees Property as shown by a survey by Evans Engineering, Inc. dated September 27, 2000, and as recorded in the Alamance County Register of Deeds in Plat Book 65, Page 231, which is incorporated by reference.

This conveyance is subject to easements, restrictions and rights of way of record.