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ARTICLES OF INCORPORATION

OF

ROZZELLES LANDING HOMEOWNERS ASSOCIATION

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

ARTICLE I

NAME

The name of the corporation is **ROZZELLES LANDING HOMEOWNERS ASSOCIATION** hereinafter called the "Association."

ARTICLE II

REGISTERED OFFICE AND INITIAL AGENT

The principal office and the registered office of the Association is located at 9105 Monroe Road, Suite 120, Charlotte, Mecklenburg County, North Carolina 28270. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is Michael J. Hanberry.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residences, Lots and Common Area within that certain tract of property described in Article I of the Declaration of Covenants, Conditions and Restrictions for Rozzelles Landing and which is incorporated herein by reference, and to promote the health, safety, and welfare of the residents within the above-described property 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 Rozzelles Landing recorded in or to be recorded in the County of Mecklenburg Public Registry, applicable to the above described property, as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment 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 with the assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot, Class B Lot, and Class C Lot mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the Members of the Association, as provided in Article III of the Declaration;

(e) dedicate, sell, mortgage or transfer all or any part of the Common Area any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale, mortgage or transfer shall be effective unless an instrument has been signed by Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot, Class B Lot, and Class C Lot agreeing to such dedication, sale, or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area; and

(g) 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 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 to any other person.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within Exhibit A, 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 within the Declaration.

ARTICLE VI

VOTING RIGHTS

The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners of an attached residential unit ("Class A Lot"), with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership or Class C membership, whichever is applicable, on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership and Class C membership equal the total votes outstanding in the Class B membership; or
- (b) Five (5) years after the later of the date the Declaration or any supplement adding additional land is recorded in the County Public Registry.

Class C. Class C Members shall be all Owners of a Lot with a detached residential unit ("Class C Lot") with the exception of the Declarant and shall be entitled to one (1) vote for each such Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such a Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of six (6) Directors who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The Declarant may appoint all Directors until Class B memberships cease to exist. After the period of Declarant control ceases, the Members shall elect three (3) Directors for a term of one (1) year and the remaining Directors for a term of two (2) years, and at each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of Directors whose terms are expiring. After Class B membership ceases to

exist, the Class C Members shall be entitled to appoint one (1) director with the remaining directors appointed by the Class A Members.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved only upon the signed written assent of the Members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A, Class B Lot and Class C Lot. 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 period of existence of the Association is perpetual.

ARTICLE X

AMENDMENTS

Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, and dissolution and amendment of the Articles.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator are as follows:

Michael J. Hanberry
9105 Monroe Road, Suite 120
Charlotte, North Carolina 28270

IN WITNESS WHEREOF I, the undersigned incorporator, have hereunto set my hand and seal, this the 6~~th~~ day of June, 2002.

Michael J. Hanberry (SEAL)
Michael J. Hanberry, Incorporator

STATE OF NC

COUNTY OF Rocky Mount

I, Nancy C. Sebastian, a Notary Public in and for said County and State aforesaid, do hereby certify that MJ Hanberry personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 6 day of June, 2002.

Nancy C. Sebastian
Notary Public

My Commission Expires: My Commission Expires January 8, 2003