

ORIGINAL

**CERTIFICATE OF INCORPORATION
FOR
SOUTHERN POINTE SHORES HOMEOWNER'S ASSOCIATION**

(A non-profit corporation without capital stock)

FIRST: The name of the Corporation is Southern Pointe Shores Homeowner's Association (hereinafter called the "Association").

SECOND: The registered office of the Association in the State of Delaware is to be located at 7417 Wells Road, Milford, Delaware 19963. The registered agent in charge thereof is the corporation itself.

THIRD: The Association shall be a non-profit corporation. The nature of the business and the objects and purposes proposed to be transacted, promoted, and carried on, are as follows:

A. To assume the rights, duties and obligations created herein and to promote and protect the interests of property owners in the Southern Pointe Shores Subdivision (the "Subdivision"); to transact any business involving the interests of the Subdivision owners as a group; to do any and all other things related to the operations of the Association; and to do any and all acts which are lawful under the laws of the State of Delaware.

B. To improve, provide for, beautify and maintain parks, recreational areas and facilities, streets and any other open spaces, all grass plots, park strips, other planted areas and trees and shrubs within the lines of said streets in and bordering upon said Subdivision as shall be maintained for public use, or for the general use of the owners of lots or building sites in the Subdivision.

C. To operate and maintain and keep in repair all common unit facilities, including without limitation, any recreational areas or roads.

D. To pay the taxes and assessments, if any, which may be levied by any governmental authority upon the roads and parks in the Subdivision and any other open spaces maintained and lands used or acquired for the general use of the owners of lots or building sites within the Subdivision and on any property of the Association, or which may be held in trust for the Association.

E. To enforce charges, restrictions, conditions and covenants existing and created for the benefit of the Subdivision over which the Association has jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association having jurisdiction over any property in said Subdivision; and to pay all expenses in connection therewith.

F. To do any and all lawful things and acts which the Association at any time and from time to time shall, in its discretion, deems to be in the best interests of the Subdivision and the owners and lessees of the building sites therein and to pay all costs and expenses in connection therewith.

G. To fix the rate of the annual charges or assessments to which each lot in the Subdivision shall be made subject; to collect the charges or assessments affecting said property; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association and all licenses, franchise taxes and governmental charges levied or imposed against said property of the Association; such charges or assessments to become a lien on said property as soon as due and payable. Settlement of such lien shall be made as determined by the directors of the Association.

H. To acquire by gift, purchase or otherwise to own, hold, enjoy, lease, operate, maintain and to convey, sell, lease, transfer, mortgage or otherwise encumber, dedicate for public use, or otherwise dispose of, real or personal property in connection with the business of the Association.

I. To expend the monies collected by the Association from assessments or charges or other sums received by the Association for the payment and discharge of all proper costs, expenses and obligations incurred by the Association in carrying out any or all of the purposes for which the Association is formed

J. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its own real or personal property as security for money borrowed or debts incurred, and to do any and all things that as an association organized under said laws of the State of Delaware may lawfully do; and generally do and perform any and all other acts which may be either necessary for or proper or incidental to the exercise of any of the foregoing powers and such powers as are granted by the provisions of the laws of the State of Delaware to a non-profit corporation.

FOURTH: The Association shall not have the authority to issue capital stock.

FIFTH: The directors shall have the power to make and to alter or amend the by-laws, unless such power is specifically reserved to the membership by a majority of the membership at any annual meeting; and to authorize and cause to be executed mortgages and liens without limit as to amount, upon the property of the Association.

The members and directors shall have the power to hold their meetings and keep the books, documents and records of the Association outside of the State of Delaware, at such place as may, from time to time, be designated by the by-laws or by resolution of the members or directors, except as otherwise required by the laws of the State of Delaware.

SIXTH: The membership of the Association shall consist of all owners of record of any building site within the Subdivision. Each residential address within the Subdivision shall constitute a household, and to therefore be inclusive of, but not limited to, all persons who are owners of record of any building site in the Subdivision; provided that no person or corporation taking title as security for the payment of money or the performance of any obligation shall hereby become entitled to membership. Membership in the Association and voting power of the members thereof shall be as follows:

A. The voting powers shall be as specified in the by-laws or recorded Declaration and Restrictions for Southern Pointe Shores Subdivision.

B. Membership in the Association shall consist of all persons who reside on a building site in the Subdivision and who own such property or are under contract to purchase the said property.

C. Such ownership or such residence and the purchase of such building site under contract shall be the only qualifications for membership in the Association.

D. When a building site is owned of record in joint tenancy or tenancy in common or when two or more residents are purchasing a building site under a contract or agreement of purchase, the membership as to such building site shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only by the joint action of all owners of record of such building site or of all purchasers under said contract or purchase respectively.

E. Membership in this Association shall lapse and terminate when the member or members cease to be the owner or owners of record of a building site or a purchaser thereof under a contract or agreement of purchase.

F. The owner or contract purchasers of any building site which is or may hereafter be included within the jurisdiction of the Association shall be automatically eligible for membership in any special recreation facility which may be built, leased or operated by the Association to the extent of two persons for each building site so owned, leased or under contract, without the payment of an initiation fee and including all usual membership privileges. Such owner or contract purchaser shall, however, be personally responsible for any special assessment, subsequent annual dues, or other fees which may be charged in addition to the general assessments levied by said Association. Membership eligibility without payment of an initiation fee shall lapse and terminate when any person or persons

shall cease to be an owner of record or a contract purchaser of a building site within the jurisdiction of the Association.

SEVENTH: The annual meeting of the Association shall be held on the date provided for in the by-laws, at such place and time as shall be determined by the Board of Directors. Each subsequent annual meeting shall be held on or about the same date in each succeeding year, subject to adjustment by the Board of Directors. Notice of the annual meeting of the Association shall be given in writing to the membership of the Association, such notice stating the time and place of the meeting and the issues to be discussed at said meeting.

EIGHTH: The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against expenses (including attorney's fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, upon a plea of nolo contendere or equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful.

NINTH: The name and mailing address of the incorporator is:

Gina M. Pepper
22217 Paradise Road
Georgetown, Delaware 19947

TENTH: It is the intent of the Developer of Southern Pointe Shores Subdivision to record a Declaration and Restrictions establishing the planned community. The Association and the Board of Directors thereof are entitled to undertake and perform any and all rights, duties, powers and obligations imposed upon the Association under the terms of the Declaration and Restrictions, if any, filed for the formation of Southern Pointe Shores Subdivision. In the event there is a conflict between the terms of these Articles of Incorporation or the Declaration and Restrictions, the specific language of the Declaration and Restrictions shall control.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to Chapter 1 of Title 8 of the Delaware Code, do make this Certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand and seal this 14th day of January, 2008.

Gina M. Pepper (SEAL)
Gina M. Pepper, Incorporator
Authorized Person

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Marie E. Sowinski (SEAL)
Notary Public

MARIE E. SOWINSKI
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXP. 6-15-2008