

STATE OF NORTH CAROLINA



Department of The
Secretary of State

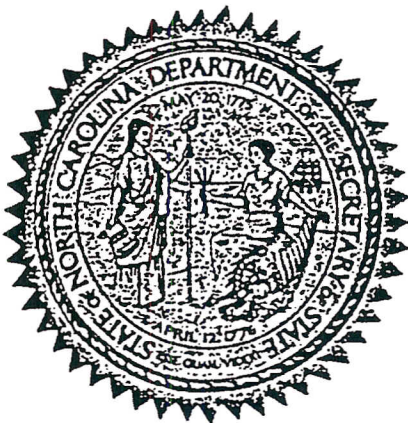
To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *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
JAMES LANDING PROPERTY OWNER'S ASSOCIATION

the original of which was filed in this office on the 12th day of August, 1993.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of August, 1993.



Rufus L. Edmisten

Secretary of State

9:00 AM

AUG 12 1995

ARTICLES OF INCORPORATION
OF

JAMES LANDING PROPERTY OWNER'S ASSOCIATION

RUFUS L EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has executed these Articles of Incorporation for the purpose of forming a nonprofit corporation, and hereby certifies:

ARTICLE I

Name

The name of the corporation is: James Landing Property Owner's Association (the "Association").

ARTICLE II

Registered Office

The initial registered office of the Association is located at 3411-D West Wendover Avenue, Greensboro, Guilford County, North Carolina 27407.

ARTICLE III

Registered Agent

Barry S. Siegal, whose address is 3411-D West Wendover Avenue, Greensboro, Guilford County, North Carolina 27407, is the initial registered agent of the Association.

ARTICLE IV

Purposes and Powers of the Association

The Association does not contemplate pecuniary gain or profit to its members. The purpose for which the Association is formed is to provide for the maintenance and preservation of the "Maintenance Area," as defined below, of a certain 253-acre tract of land lying between Wendover Avenue and Akela Trail in Friendship Township, Guilford

County, North Carolina (the "Boy Scout Tract"), and more particularly described as Tracts 1 through 6 on the Exclusion Map for James Landing, to be recorded with the Register of Deeds of Guilford County. For purposes of these Articles of Incorporation, the term "Maintenance Area" shall mean and refer to: (i) all areas designated as "Permanent Retention Pond" on the Master Watershed Control Plan for James Landing, a copy of which is attached as an Exhibit to the Declarant of Covenants, Conditions and Restrictions for James Landing to be recorded with the Guilford County Register of Deeds (the "Master Watershed Control Plan"); (ii) all areas designated as "DM&UE" surrounding the areas designated as "Permanent Retention Pond" on the Master Watershed Control Plan; and (iii) the signage, plantings, lighting, and green spaces constituting the entrance statement for James Landing situated at the intersection of Wendover Avenue (as widened) and James Landing Parkway (to be constructed). Notwithstanding the foregoing, the Maintenance Area shall specifically not include any area within any "DM&UE" designated on the Master Watershed Control Plan adjacent to any creek identified on the Master Watershed Control Plan. Property included within the Maintenance Area may also be included in the common area within any Development Tract developed within the Boy Scout Tract, but such inclusion within the common area of a Development Tract shall be expressly subject to the provisions of this Agreement with respect to any easements to enjoy any portion of the Maintenance Area and the maintenance of the Maintenance Area. The term "Development Tract" shall mean and refer to any site or area within the Boy Scout Tract to be separately developed as a single-family residential subdivision, planned unit development, townhouse or condominium site, office or institutional site, apartment site,

shopping center or other form of development permitted under the zoning classification for that site or area. By way of example, and not by way of limitation, each residential subdivision developed or to be developed within the Boy Scout Tract shall be a separate "Development Tract." In furtherance of this purpose, the Association shall:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions to be recorded by Akela Trail Properties, Inc., as declarant, with the Guilford County Register of Deeds, as the same may be amended from time to time as provided therein (the "Declaration"), said Declaration being incorporated herein by reference in its entirety;
- (b) fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration;
- (c) pay all business expenses in connection with the maintenance of the Maintenance Area;
- (d) pay all office and other expenses incident to the conduct of the business of the Association, including all licenses or governmental charges levied or imposed against the property of the Association;
- (e) 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;

- (f) borrow money, and with the assent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (g) dedicate, sell, or transfer all or any part of the Maintenance Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of the votes of the Membership; and
- (h) possess and exercise any and all powers, rights, powers, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of North Carolina may now or hereafter have or exercise.

ARTICLE V
Membership and Voting Rights

Each Member shall be entitled to one (1) vote: (a) per dwelling planned for development or construction on that Lot; or (b) per one thousand (1,000) feet of leasable commercial space planned for development or construction on that Lot (rounded up or down to the nearest one thousand feet). The foregoing is not intended to include persons or entities who hold an interest in the Association merely as security for the performance of an obligation.

ARTICLE VI
Assessments

The Association shall impose annually an assessment on all Owners of Lots (the "Maintenance Assessment"). The Maintenance Assessment shall be allocated among the Owners of Lots in the proportion that the anticipated runoff from a Lot bears to the total anticipated runoff from all Lots. The allocation shall be arrived at as follows:

- (a) A runoff coefficient (the "Runoff Coefficient") has been established for each Development Tract of land within the Boy Scout Tract on the basis of the type of development occurring on each such Development Tract, as follows:
 - (i) For Development Tracts on which residential subdivisions consisting of single family housing have been, are being, or will be developed, the Runoff Coefficient is: 0.5;
 - (ii) For Development Tracts on which apartments, other forms of multi-family residential development, offices, or institutional uses have been, are being, or will be developed, the Runoff Coefficient is: 0.7; and
 - (iii) For Development Tracts on which shopping center(s) have been, are being, or will be developed, the Runoff Coefficient is: 0.85.
- (b) The number of acres within each Development Tract shall be multiplied by the Runoff Coefficient applicable to such tract to yield the runoff for that Development Tract (the "Tract Runoff"). For example, a Development Tract consisting of fifty (50) acres which will be developed into a single family housing residential subdivision will have a Tract Runoff of: $50 \text{ acres} \times 0.5 = 25$.

- (c) The Tract Runoff for each Development Tract shall be divided by the sum of the Tract Runoffs for all tracts within the Boy Scout Tract to yield a runoff percentage for each tract (the "Tract Runoff Percentage"). For example, if there are four tracts within the Boy Scout Tract, A, B, C, and D, and each tract has the following Tract Runoff: A = 25, B = 100, C = 40, and D = 35, then the Tract Runoff Percentage for each tract would be: A = 12.5%, B = 50%, C = 20%, and D = 17.5%.
- (d) The Tract Runoff Percentage for each Development Tract shall be divided by the number of Lots within the Development Tract to yield a runoff percentage for each such Lot (the "Lot Runoff Percentage"). Continuing the example in part (c) above, if there are 50 Lots in tract A, then each such Lot would have a Lot Runoff Percentage equal to $12.5\% / 50 = .25\%$. The Tract Runoff Percentage for each Lot shall be calculated without regard to the size of the Lot. For example, if within tract A, one Lot is .75 acres and another Lot is .5 acres, both Lots will have a Lot Runoff Percentage of .25%, even though the Lots differ in size.
- (e) Each Lot shall be assessed a portion of the Maintenance Assessment equal to the Lot Runoff Percentage multiplied by the Maintenance Assessment. For example, if the Lot Runoff Percentage applicable to a Lot is .25%, and the Maintenance Assessment is \$4,000, then that Lot will be assessed \$1,000.

ARTICLE VII
Board of Directors

The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of three (3) members, who need not be Members of the Association. The method of election of the Board of Directors shall be as set forth in the Association's Bylaws. The number of members of the Board of Directors may be altered as provided in the Association's Bylaws. The names and addresses of the initial members of the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Andrew D. White	151 Jefferson Church Road King, NC 27021 (Stokes County)
Lee McAllister	1400 Battleground Avenue Suite 122 Greensboro, NC 27408 (Guilford County)
Barry S. Siegal	3411-D West Wendover Avenue Greensboro, NC 27410 (Guilford County)

ARTICLE VIII
Dissolution of Association

The Association may be dissolved upon the written assent of not less than two-thirds (2/3) of the Members, and in no event shall the Association be dissolved without the prior written consent of the City of High Point, North Carolina. Upon a dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to a appropriate public agency to be used for purposes similar to those

for which the Association was created. In the event such dedication is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
Duration of Association

The duration of the Association shall be perpetual.

ARTICLE X
Amendments to Articles of Incorporation

Amendments to these Articles of Incorporation shall require: (a) the assent of two-thirds (2/3) of the Members; (b) and the written consent of the City of High Point, North Carolina.

ARTICLE XI
Indemnification

The Association hereby agrees to indemnify each director and officer, and each former director and officer, to the fullest extent permissible under N.C.Gen.Stat. §§ 55A-17.1, 55A-17.2, and 55A-17.3.

ARTICLE XII
Incorporator

The name and address of the incorporator are as follows:

Barry S. Siegal
3411-D West Wendover Avenue
Greensboro, North Carolina 27407
Guilford County

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this the 26 day of July, 1993.

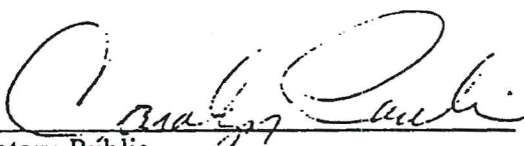
 (SEAL)
Barry S. Siegal, Incorporator

NORTH CAROLINA

GUILFORD COUNTY

This is to certify that one the 26 day of July, 1993, before me, Cynthia P. [unclear], a notary public of said County and State, personally appeared Barry S. Siegal, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation of James Landing Property Owner's Association, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 26 day of July, 1993.


Notary Public

My Commission expires:

MY COMMISSION EXPIRES JULY 29, 1995