

ARTICLES OF INCORPORATION

OF

STREAMSIDE HOMEOWNERS 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 STREAMSIDE HOMEOWNERS ASSOCIATION, INC. hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 222-6 Swing Road, Greensboro, Guilford County, North Carolina 27409.

ARTICLE III

Ned L. Pierce, whose address is 222-6 Swing Road, Greensboro, Guilford County, North Carolina 27409, 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 Guilford 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 within 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 Streamside (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 Guilford 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 the Association (including two-thirds of the votes of the Members present at a meeting of the Members held in accordance with the Bylaws of the Association, such vote including at least a majority of the votes of the Members present other than Declarant), 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.

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 Association, 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 or her 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 Association shall belong solely to the Association 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, 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 Streamside which has not been conveyed by Declarant or any affiliated entity, 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 Streamside 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 Streamside 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, Guilford 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 the members of which 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>
Ned L. Pierce	222-6 Swing Road Greensboro, NC 27409
James Crews	222-6 Swing Road Greensboro, NC 27409

Marsha Mears

222-6 Swing Road
Greensboro, NC 27409

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 during Declarant's Development Period without 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 a 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

INDEMNIFICATION

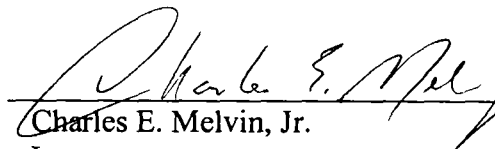
Every person who is or shall be or shall have been a member of the Executive Board or officer of the Association and his or her personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed on him or her in connection with or resulting from any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a member of the Executive Board or officer of the Association or any subsidiary or affiliate thereof, except in relation to such matters as to which he or she shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or to have been liable by reason of willful misconduct in the performance of his or her duty as such member of the Executive Board or officer. For purposes of this provision, "costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement. Nothing contained in these Articles shall be deemed to eliminate or reduce the protection from personal liability granted to members of the Executive Board by the North Carolina Nonprofit Corporation Act and by the Articles of Incorporation of the Association.

ARTICLE XIII

INCORPORATOR

The name and address of the incorporator is as follows: Charles E. Melvin, Jr., 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 24th day of August, 2004.

 (SEAL)
Charles E. Melvin, Jr.
Incorporator

NORTH CAROLINA

GUILFORD COUNTY

THIS IS TO CERTIFY, that on the 24th day of August, 2004, before me, a Notary Public, personally appeared Charles E. Melvin, Jr., 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 24th day August, 2004.

Janet S. Wicker
Notary Public

My Commission Expires:

9-15-2004

[Notary Seal/Stamp]

**JANET S. WICKER
NOTARY PUBLIC
RANDOLPH COUNTY, NC**

EXHIBIT A

TRACT ONE

BEGINNING at an existing iron pin in the western margin of the right of way of Coronado Drive, said existing iron pin being the southeastern corner of Lot 14 of the Hamilton Hills Addition as per plat thereof recorded in Plat Book 44, Page 84, of the Guilford County Registry; thence along the western margin of the right of way of Coronado Drive, the following four courses and distances: along a curve to the right having a radius of 2696.13 feet, a chord bearing and distance of South 15°16'11" West 178.35 feet to an existing iron pin; South 16°43'55" West 129.98 feet to an existing iron pin; along a curve to the left having a radius of 2899.32 feet, a chord bearing and distance of South 10°57'16" West 581.85 feet to an existing iron pin, and South 04°58'26" West 80.90 feet to a new iron pin, being the northeastern corner of Hamilton Woods, Map 3, as per plat thereof recorded in Plat Book 73, Page 96, of the Guilford County Registry; thence along the northern margin of said Hamilton Woods, North 88°42'11" West 316.83 feet to a new iron pin in the eastern line of property now or formerly owned by Robertson by Deed recorded in Book 1107, page 154, of the Guilford County Registry; thence along the eastern line of the said Robertson property, North 00°51'53" East 739.59 feet to an existing iron pin in the southern margin of the right of way of Dobson Street; thence crossing Dobson Street, North 03°56'38" West 53.74 feet to an existing iron pin being the southeastern corner of property now or formerly of Dorothy F. Rayburn by Deed recorded in Book 5237, Page 1335, of the Guilford County Registry; thence along the eastern line of the said Rayburn property and the eastern line of property now or formerly owned by Walter L. Baker by Deed recorded in Book 4873, Page 2143, of the Guilford County Registry, North 03°05'45" East 235.18 feet to an existing iron pin, being the southeastern corner of Lot 12 of Madison Woods Subdivision, as per plat thereof recorded in Plat Book 40, Page 1, of the Guilford County Registry; thence along the eastern line of said Lot 12 and Lots 11, 10, 9, 8, 7, 6 and 5 of said Madison Woods Subdivision, the following four courses and distances: North 00°35'13" East 67.60 feet to an existing iron pin; North 01°31'38" East 116.05 feet to an existing iron pin; North 01°37'53" East 357.81 feet to an existing iron pin, and North 01°36'46" East 135.48 feet to an existing iron pin, being the southwestern corner of property now or formerly owned by Maggie W. Hardin by Deed recorded in Book 2861, Page 816, of the Guilford County Registry; thence along the southern line of the said Hardin property the following two courses and distances: North 54°16'36" East 542.55 feet to an existing iron pin and North 74°26'27" East 34.84 feet to an existing iron pin, in a western line of Lot 1 of the aforementioned Hamilton Hills Addition; thence along the western line of Lots 1 through 14, inclusive, of the said Hamilton Hills Addition, the following two courses and distances: South 09°30'19" West 181.84 feet to an existing iron pin and South 09°40'36" West 869.77 feet to an existing iron pin, being the southwestern corner of Lot 14 of said Hamilton Hills Addition; thence along the southern line of the said Lot 14, South 73°53'26" East 190.44 feet to an existing iron pin in the western margin of the right of way of Coronado Drive, the point and place of BEGINNING; being all of Tract 1 (Hipps) containing 16.67 acres, more or less as shown on survey prepared by Borum Wade and Associates, P.A., dated June 24, 2002 and entitled "Property Survey for Redwolf Development Co., LLC, Dobson Road."

TRACT TWO

BEGINNING at a point in the northern margin of the right of way of Beckwith Drive, said point being the southeastern corner of property now or formerly owned by Webster by Deed recorded

in Book 3592, Page 862, of the Guilford County Registry, and being located South 88°43'52" East 169.83 feet from an existing iron pin at the southeastern corner of Lot 8, Block B, David Caldwell Subdivision as per plat thereof recorded in Plat Book 30, Page 37, of the Guilford County Registry; thence from said beginning point, along the eastern line of the said Webster property, North 00°40'38" East 797.08 feet to a new iron pin in the southern margin of the right of way of Dobson Street; thence along the southern margin of the right of way of Dobson Street, South 89°23'35" East 154.23 feet to an existing iron pin in the western line of property now or formerly owned by Hipps by Deed recorded in Book 4318, Page 732, of the Guilford County Registry; thence along the western line of the said Hipps property, South 00°51'53" West 798.94 feet to an existing iron pin in the northern line of Hamilton Woods, Map 3 as per plat thereof recorded in Plat Book 73, Page 96, of the Guilford County Registry; thence along the northern line of the said Hamilton Woods, Map 3 North 88°38'34" West 63.56 feet to an existing iron pin, the northeastern corner of Lot 6 of Section 2 of Dresden Woods Subdivision, Map 3, as per plat thereof recorded in Plat Book 64, Page 25, of the Guilford County Registry; thence along the northern line of said Lot 6 and the northern margin of the right of way of Beckwith Drive, North 88°43'52" West 145.81 feet to a point, the point and place of BEGINNING; being all of Tract 2 (Robertson) containing 2.80 acres, more or less. This description taken from survey prepared by Borum Wade and Associates, P.A., dated June 24, 2002 and entitled "Property Survey for Redwolf Development Co., LLC, Dobson Road."

TRACT THREE

BEGINNING at a new iron pin at the southeastern corner of property now or formerly owned by David Caldwell by Deed recorded in Book 1827, Page 38, of the Guilford County Registry, said new iron pin also being in the northern line of Lot 2 of Block B, of the David Caldwell Subdivision, as per plat thereof recorded in Plat Book 30, Page 37, of the Guilford County Registry; thence along the eastern line of the said David Caldwell property, North 00°40'38" East 419.42 feet to an existing iron pin; thence South 86°46'34" East 57.80 feet to a point in the western line of property now or formerly owned by Robertson by Deed recorded in Book 1107, Page 154, of the Guilford County Registry; thence along the western line of the said Robertson property, South 00°40'38" West 417.44 feet to a point in the northern margin of the right of way of Beckwith Drive; thence along the northern margin of the right of way of Beckwith Drive and along the northern line of the aforementioned Lot 2, North 88°38'34" West 57.75 feet to a new iron pin, the point and place of BEGINNING, being all of Tract 3 (Webster) containing 0.55 acres, more or less. This description taken from survey prepared by Borum Wade and Associates, P.A., dated June 24, 2002 and entitled "Property Survey for Redwolf Development Co., LLC, Dobson Road."