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NORTH CAROLINA

Department of The Secretary of State

RECORDED - 097374
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6557
PAGE(S): 2688 TO 2697
06/30/2006 16:48:59

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

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ARTICLES OF INCORPORATION

OF

GRIFFIN MILL HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 23rd day of June, 2006.

06/30/2006	GUILFORD CO. NC	
1 CORPORATIONS	97374	\$12.00
9 CORP ADDN PGS		\$27.00



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 23rd day of June, 2006

Elaine F. Marshall
Secretary of State

SOSID: 853457
 Date Filed: 6/23/2006 3:31:00 PM
 Elaine F. Marshall
 North Carolina Secretary of State
 C200615800415

ARTICLES OF INCORPORATION

OF

GRIFFIN MILL 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 Griffin Mill Homeowners Association, Inc. hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 2441 Retriever Lane, Greensboro, Guilford County, North Carolina 27455.

ARTICLE III

Robert Millican, whose address is 2441 Retriever Lane, Greensboro, Guilford County, North Carolina, 27455 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 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

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property, in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Griffin Mill (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 Griffin Mill 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 Griffin Mill 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 Griffin Mill 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 four (4). 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:

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<u>Names</u>	<u>Addresses</u>
Robert Millican	2441 Retriever Lane Greensboro, North Carolina 27455
Anne Howard Millican	2 Deerwood Court Greensboro, North Carolina 27410
Christy Mazingo Millican	2441 Retriever Lane Greensboro, North Carolina 27455
Jeffrey Scott Nall	416 McAdoo Avenue Greensboro, North Carolina 27406

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

These Articles may be amended, at a regular or special meeting of the Members at which a quorum is present, by a vote of (i) two-thirds of the votes cast, or (ii) a majority of the votes entitled to be cast on the amendment, whichever is less, 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. Notwithstanding the foregoing, Declarant may at anytime unilaterally amend these Articles to terminate or restrict any right reserved hereunder by Declarant and Declarant, during Declarant's Development Period, may

unilaterally amend these Articles to make any changes required by the VA, the FHA, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other private or governmental insurer of residential mortgage loans in order to obtain the approvals necessary for purchasers of Lots to obtain financing insured by any of the foregoing mortgage insurers, or to make any changes deemed by Declarant to be necessary to carry out and effectuate the orderly development of the Properties as intended by Declarant.

ARTICLE XI

INDEMNIFICATION

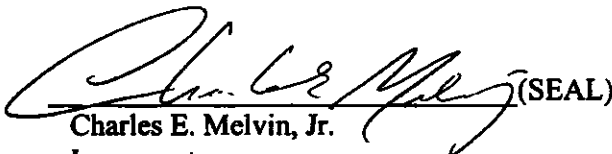
Every person who is or shall be or shall have been a member of the Executive Board or officer of the Association and his or her personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed on him or her in connection with or resulting 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 XII

INCORPORATOR

The name and address of the incorporator is as follows: Charles E. Melvin, Jr., Suite 1400 First Union Tower, 300 North Greene Street, Greensboro, North Carolina, 27401.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 5th day of June, 2006.

 (SEAL)
Charles E. Melvin, Jr.
Incorporator

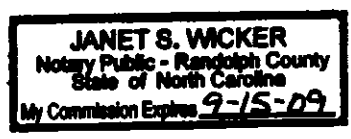
Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles E. Melvin, Jr.
[Name of person signing]

Today's Date: June 5, 2006

Janet S. Wicker
[Notary's signature as name appears on seal]

Janet S. Wicker
[Notary's printed name as name appears on seal]



My commission expires: Sept. 15, 2009

[Affix Notary Seal in Space Above]

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EXHIBIT A

TRACT ONE:

BEGINNING at an existing iron pipe in the western margin of the right of way of Trosper Road at the southeastern corner of Great Oaks Subdivision, Plat Book 46, Page 75, Guilford County Registry; thence along the eastern line of the said Great Oaks Subdivision. North 41°44'52" West 933.44 feet to an existing iron pipe, corner with Lots 32-35, Brandt Park, Plat Book 9, Page 39, Guilford County Registry; thence along the eastern line of said Lots 32-35, North 43°11'31" West 381.15 feet to an existing iron pipe, corner with property now or formerly of Ernest W. Moore Heirs, Plat Book 73, Page 172, Guilford County Registry; thence along the eastern line of said Moore Heirs, North 41°27'14" West 459.52 feet to an existing iron pipe, corner with property now or formerly of City of Greensboro, Deed recorded in the Guilford County Registry; thence along the southern line of said Greensboro property, North 48°16'29" East 552.76 feet to an existing iron pipe in the western line of property now or formerly Kermit R. Simmons, Deed recorded in Book 1211, Page 563, Guilford County Registry; thence along the western line of said Simmons property, South 41°37'02" East 646.82 feet to an existing iron pipe, corner with property now or formerly of Kenneth Simmons, Deeds recorded in Book 5195, Page 1184 and Book 2328, Page 52, Guilford County Registry; thence along the lines of the said Simmons property, South 48°09'54" West 141.81 feet to an existing iron pipe, and South 40°49'41" East 744.07 feet to an existing iron pipe in the western margin of the right of way of Trosper Road; thence along the western margin of the right of way of Trosper Road, the following five courses and distances: along a curve to the right having a radius of 2730.56 feet a chord bearing and distance of South 04°27'48" East 210.71 feet to an existing iron pipe; South 06°32'27" East 112.66 feet to an existing iron pipe; along a curve to the right having a radius of 581.86 feet, a chord bearing and distance of South 02°50'06" East 74.69 feet to an existing iron pipe; along a curve to the right having a radius of 167.15 feet, a chord bearing and distance of South 18°06'01" West 98.59 feet to an existing iron pipe, and South 35°01'03" West 67.30 feet to an existing iron pipe, the point and place of BEGINNING, containing a total of 17.108 acres, more or less, according to survey prepared by Hugh Creed Associates, Inc., P.A., dated March 29, 1005 and entitled "Boundary Survey Map, Trosper Road Tract."

TRACT TWO:

BEGINNING at an existing iron pipe in the eastern margin of the right of way of Trosper Road at the northeastern corner of Lot 12, Section Three, Great Oaks Subdivision, Plat Book 46, Page 75, Guilford County Registry; thence along the eastern margin of the right of way of Trosper Road, North 37°04' 15" East 198.57 feet to a point; thence in the right of way of Trosper Road, the following nine courses and distances: North 41°46' 14" West 46.91 feet to a point; North 33°33' 12" East 178.28 feet to a point; North 05°37'01" West 413.39 feet to a point; North 15°02'53" East 153.16 feet to a point; North 20°42'27" East 54.74 feet to a point; North 37°59'56" East 207.35 feet to a point; North 60°04'34" East 104.86 feet to a point; South 81°13'31" East 87.07 feet to a point; and South 39°55'46" East 25.19 feet to an existing iron pipe, at the northwestern corner of property now or formerly of James Glover, Deeds recorded in Book 2896, Page 516; Book 2949, Page 708 and Book 2951, Page 665, Guilford County Registry; thence along the western line of the said Glover property, South 39°55'46" East 1734.48 feet to a new iron pipe in the western line of property now or formerly of City of Greensboro, Deed

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recorded in Book 4449, page 1010, Guilford County Registry; thence along the western line of the said Greensboro property, South $00^{\circ}09'31''$ East 201.07 feet to an existing iron pipe, corner with property now or formerly of City of Greensboro, Deed recorded in Book 210, page 643, Guilford County Registry; thence along the northern line of said Greensboro property and the northern line of property now or formerly of Greensboro Police Club, Deed recorded in Book 2425, Page 345, Guilford County Registry, North $89^{\circ}44'40''$ West 1288.80 feet to a concrete monument, corner with Lot 12, Section Three of Great Oaks Subdivision, Plat Book 46, Page 75, Guilford County Registry; thence along the eastern line of said Lot 12, North $42^{\circ}02'30''$ West 524.81 feet to an existing iron pipe in the eastern margin of the right of way of Trosper Road, the point and place of BEGINNING; containing 34.098 acres, more or less, according to survey prepared by Hugh Creed Associates, Inc., P.A., dated March 29, 1005 and entitled "Boundary Survey Map, Trosper Road Tract."