

## ARTICLES OF INCORPORATION

## OF

## CREEDMOOR CENTRE ASSOCIATION, INC.

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

The name of the corporation is *Creedmoor Centre Association, Inc.*, hereinafter called the "Association."

## ARTICLE II

The street and mailing address of the principal office of the Association is 3419 Sir Colliton Court, Raleigh, North Carolina 27612. The principal office of the Association is located in Wake County.

## ARTICLE III

The street and mailing address of the initial registered office of the Association is 4601 Six Forks Road, Suite 207, Raleigh, North Carolina 27609. The initial registered office of the Association is located in Wake County. *Clyde Holt, III*, whose address is 4601 Six Forks Road, Suite 207, Raleigh, North Carolina 27609, is hereby appointed the initial Registered Agent of the Association.

## ARTICLE IV

This 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, directors or member or any other private individual. The purposes and objects of the Association shall be to administer the operation and management of the common areas of the Association (hereinafter the "*Common Areas*"), to be established in accordance with the laws of the State of North Carolina upon the property situated, lying and being in Raleigh, Wake County, North Carolina, known as *Creedmoor Centre, an Office Community* and more particularly described in Exhibit A and incorporated herein by reference (hereinafter, the "Property"): to undertake the performance of the acts and duties incident to the administration of the operation and management of said Common Areas in accordance with the terms, provisions, conditions and authorizations contained in these

Articles of Incorporation and which may be continued in the formal Declaration of Covenants, Conditions, Easements and Restrictions for Creedmoor Centre, an Office Community (hereinafter, the "Declaration"), and accompanying documents which will be recorded in the Public Records of Wake County, North Carolina, at the time said property, and the improvements now or hereafter situate thereon, are offered for mortgage, sale or lease to another.

Upon dissolution of the Association, the Association's assets will be distributed to the members of the Association pro rata, based on the percentage that the acreage owned by each member in the Property (exclusive of Common Areas) bears to the total acreage of the Property (exclusive of Common Areas).

## **ARTICLE V**

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to Non-Profit Corporations under the law pursuant to which this Association is chartered, and all of the powers and privileges which may be granted unto said Association under any other applicable laws of the State of North Carolina.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to the following:

- (a) To have and establish reasonable rules and regulations governing the use of Common Property.
- (b) To levy and collect assessments against members of the Association to defray the common expenses as may be provided in the Declaration and in the By-Laws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing any property, real or personal, which may be necessary or convenient in the operation, and management of the Association and in accomplishing the purposes set forth in the Declaration.
- (c) To maintain, repair, replace, operate and manage the Common Areas and the property comprising same including the right to construct improvements after casualty and to make further improvement of the property, and to make and enter into any and all contracts necessary or desirable to accomplish said purposes.

- (d) To contract for the management of the Common Areas and to delegate to such contractor all of the powers and duties of the Association except those which may be required to have approval of the Board of Directors or membership of the Association.
- (e) To acquire and enter into, now or at any time hereafter, leases and agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities to provide enjoyment, recreation or other use or benefit of the members of the Association.
- (f) To enforce the provisions of these Articles of Incorporation, the By-Laws, easements, rules and regulations governing the use of said Common Areas as the same may be hereafter established.
- (g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the easements, rules and regulations aforementioned.
- (h) To enter into and enforce the provisions of the Secondary Water Supply Watershed Protection Area Access Easement and Agreement between Ferbytown, LLC and the Association, for the benefit of the City of Raleigh, and any amendments thereto.

## **ARTICLE VI**

The Association shall have members. The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration and/or the By-Laws of the Association.

## **ARTICLE VII**

The number of members of the first Board of Directors of the Association shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Association.

The names and post office addresses of the initial Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of North

Carolina, shall hold office until the first annual meeting of the membership (or until their successors are elected and qualified, or until their resignation) are as follows:

Carlton Midyette

Creedmoor Partners, LLC  
3419 Sir Colliton Court  
Raleigh, NC 27612

Russell Gay

Southpointe Developers Inc.  
6817-101 Falls of the Neuse Road  
Raleigh, NC 27615

Terry Thrower, GRI

Fonville Morisey Realty  
8100 Creedmoor Road  
Raleigh, NC 27613-4365

Notwithstanding the foregoing, so long as Ferbytown, LLC, a North Carolina limited liability company, or any entity to whom it conveys all of the lots subdivided from the Property (other than Common Areas) (hereinafter, the "Developer") owns a lot or lots containing at least fifteen percent (15%) of the subdivision acreage (other than Common Areas) of the Property, but in any event, no later than December 31, 2011, the Developer shall have the right to designate and select a majority of the persons who shall serve as members of the Board of Directors of the Association; and so long as the Developer is the owner of at least one (1) lot (other than Common Areas), but in any event, no later than December 31, 2011, the Developer shall have the right to designate and select one (1) director of the Association. The Developer may designate and select the person or persons to serve as directors of the Association in the manner provided in the By-Laws of the Association, and such person or persons so designated and selected need not be an owner or lessee of a lot in the Property.

## **ARTICLE VIII**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is held to have acted in wilful misfeasance or malfeasance in the performance of his duties or has been grossly negligent in the performance thereof; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. Furthermore,

indemnification shall not include expenses, liabilities, and assessments owed merely as a result of being a member of the Association.

#### ARTICLE IX

Any amendments to these Articles of Incorporation shall require the assent of the owners of eighty-five percent (85%) of the subdivision acreage (other than Common Area) at a special or regular meeting called for that purpose. However, no amendment of these Articles of Incorporation that abridges, amends or alters the right of the Developer to designate and select directors of the Association, as provided in Article VII, may be adopted or become effective without the prior written consent of the Developer.

#### ARTICLE X

The name and address of the incorporator is as follows:

CLYDE HOLT, III  
4601 SIX FORKS ROAD, SUITE 207  
RALEIGH, NORTH CAROLINA 27609

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 24<sup>th</sup> day of August, 2001.

 (SEAL)  
Clyde Holt, III INCORPORATOR

## **EXHIBIT A**

Being all of the property of "Creedmoor Centre, an Office Community, Owner: Ferbytown LLC", Raleigh, Wake County, North Carolina, according to a Recombination & Right of Way Dedication Plat by that name, dated July 30, 2001 by John A. Edwards & Company and recorded in Book of Maps 2001, Page 1428, Wake County Registry.