



NORTH CAROLINA

Department of the Secretary of State

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

ARTICLES OF INCORPORATION

OF

CEDAR KNOLLS HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 17th day of May, 2023.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of May, 2023.

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION
OF
CEDAR KNOLLS HOMEOWNERS 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 nonprofit corporation and does hereby certify:

ARTICLE I

The name of the Corporation is CEDAR KNOLLS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at 10931 Strickland Road, Suite 111, Raleigh, Wake County, NC 27615.

ARTICLE III

Alex T. Bailey, whose address is 10931 Strickland Road, Suite 111, Raleigh, Wake County, NC 27615, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

The Association is the "Association" contemplated by that certain Declaration of Covenants, Conditions and Restrictions for "Cedar Knolls Subdivision", executed by JSW Partners, a North Carolina General Partnership, as Declarant therein, and recorded, or to be recorded, in the Office of the Register of Deeds of Granville County, North Carolina as same may be modified, amended or supplemented from time to time (hereinafter referred to as the "Declaration"). All capitalized terms herein not defined herein shall have the meanings ascribed to such terms in the Declaration.

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any Member of the Association or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for:

- i) the maintenance, preservation and architectural control of the Lots and Common Areas that are or may hereafter be developed as part of Cedar Knolls Subdivision within that certain tract of land more particularly described as follows:

BEING all of Tract 1 containing approximately 65.92 acres, more or less, as same is shown and more particularly described on that certain plat recorded in Map Book 52, Page 71 in the office of the Granville County Register of Deeds.

- ii) the ownership, use, improvement, maintenance, operation and repair of the Common Areas, including any improvements and amenities located thereon;
- iii) the establishment of rules and regulations for the use of the Common Areas, including any improvements and amenities located thereon;
- iv) the allocation among the Owners of the Lots in Cedar Knolls Subdivision of the costs of the use, improvements, maintenance, and operation of the Common Areas, including any improvements and amenities now or hereafter located thereon; and
- v) the promotion of the health, safety, pleasure, recreation, and welfare of the Owners of the Lots within the Property.

In furtherance of these purposes, the Association (by action of its Board unless otherwise noted in these Articles of Incorporation or in the Declaration), shall have full power 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 and the Bylaws as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

b) fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs 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, subject, however, to the requirements of the Declaration and any applicable municipal codes;

d) borrow money and, with the assent of at least two-thirds (2/3) of the votes of the Class A Members and eighty percent (80%) of all Members, unless otherwise provided in the Declaration, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or

personal property as security for money borrowed or debts incurred (but the rights of the mortgagee shall be subordinate to the rights of the Owners and the Association);

e) dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility with the assent of the Declarant and seventy-five percent (75%) of the votes of Class A Members as provided in the Declaration, subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the Members and provided that, notwithstanding the foregoing, the Association and the Declarant shall have the right to grant easements and rights-of-way as provided in the Declaration;

f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of the votes of the Class A Members and the Class B Members; and

g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the corporation law of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting memberships (Class A and Class B), as provided in the Declaration. The voting rights of each Member shall be as is set forth in the Declaration.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, a majority of whom shall be Members of the Association after the termination of the Declarant Control Period specified in the Bylaws of the Association. The number of directors shall be as provided in the Bylaws of the Association and may be changed by amendment of the Bylaws of the Association.

ARTICLE IX

AMENDMENT AND DISSOLUTION

Amendment of these Articles shall require the assent of the holders of at least sixty-seven percent (67%) of the votes of Members present in person or by proxy at the meeting at which the

vote was taken. The Association shall be dissolved upon the termination of the Declaration, or upon the written assent given in writing and signed by not less than sixty-seven percent (67%) of the Members of each class of Members, or upon such more restrictive or additional conditions and in such manner as otherwise provided by the laws of the State of North Carolina. Upon dissolution or insolvency of the Association or upon loss of ownership of the Common Area (once such ownership has been acquired) by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Area as allowed by the Declaration or by reason of merger and/or consolidation with any other association as allowed by the Declaration), any portion of the Common Area not under the jurisdiction and being maintained by the Association, shall be offered to the State of North Carolina, Granville County, or to some other appropriate governmental entity or public agency (as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Area and such assets were required to be devoted by the Association. If the State of North Carolina, Granville County or such other appropriate governmental entity or public agency accepts the offer of dedication, such portion of the Common Area and assets shall be deemed dedicated by the Association to and accepted by the State of North Carolina or Granville County, as the case may be, or such other appropriate governmental entity or public agency, subject to the superior right of the Owner of each Lot to an easement (if necessary) for reasonable ingress and egress to and from such Owner's Lot and the public street(s) on which such Lot is located, and subject to all other applicable rights of way and easements and subject to ad valorem property taxes due and payable as of or accruing subsequent to the date of such conveyance.

ARTICLE X

The Association shall exist perpetually.

ARTICLE XI

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 found to be or adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; 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 approves such settlement and reimbursement as being in the best interest 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, but shall not relieve any director or officer who is an Owner of any obligation it has to pay assessments as a Member of the Association.

ARTICLE XII
[FHA/VA Approval]


In the event that any Member finances its Lot through a loan guaranteed by the United States Department of Veterans Affairs or insured by the Federal Housing Authority of the United States Department of Housing and Urban Development, then, if either the United States Department of Veterans Affairs or the United States Department of Housing and Urban Development requires that its approval be obtained, the following actions will require the prior approval of the applicable Department: annexation of additional properties, mergers and consolidations, mortgaging of the Beach Access Easement, dissolution of the Association and amendment of these Articles.

ARTICLE XIII

The name and address of the incorporator is as follows:

James K. Pendergrass, Jr.
Pendergrass Law Firm, PLLC
5613 Duraleigh Road, Suite 111
Raleigh, NC 27612

IN TESTIMONY WHEREOF, I being the incorporator, have hereunto set my hand this 17th day of May, 2023.



James K. Pendergrass, Jr.,
Incorporator

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public hereby certify that James K. Pendergrass, Jr., personally appeared before me, and being by me first duly sworn, declares that he signed the foregoing document in the capacity indicated.

WITNESS my hand and notarial seal, this the 17th day of May, 2023.

Lindsay Franklin
Notary Public

Lindsay Franklin
Print Name

My Commission Expires: 9-18-2026

[Notary Seal]

