



# NORTH CAROLINA

## Department of the Secretary of State

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**To all whom these presents shall come, Greetings:**

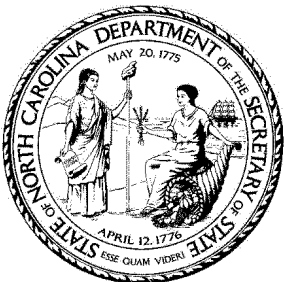
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

**OF**

**EVERETT CROSSING HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 14th day of November, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of November, 2013.

*Elaine F. Marshall*

**Secretary of State**

**C2013 315 00343**

ARTICLES OF INCORPORATION  
OF

EVERETT CROSSING 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

CORPORATE NAME

The name of the corporation is Everett Crossing Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

PRINCIPAL AND REGISTERED OFFICE

The principal and registered office of the Association is located at 909 Aviation Parkway, Ste.700 Morrisville, NC 27560.

ARTICLE III

REGISTERED AGENT

Tanya Matzen, whose address is 909 Aviation Parkway, Ste.700 Morrisville, NC 27560, is hereby appointed 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 the members thereof and no part of the Association's net income shall inure to the benefit of any of its officers, directors or members or any other private individual. The purposes and objects of the Association shall be to provide for administration, maintenance and preservation of the Common Areas (also referred to as Common Elements) within that certain property described as follows:

Lying and being in Wake County, North Carolina, and being more particularly described on Schedule A attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, 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 that certain Declaration of Covenants, Restrictions and Easements for Everett Crossing (the "Declaration") applicable to the property and recorded or to be recorded in the Wake County Registry, 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;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges, assessments and fines 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, lease 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 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, sell or transfer all or any part of its interest in the Common Areas to any public agency, authority, or utility (including any entity authorized by the Town of Morrisville or Wake County to supply cable television, phone and/or internet services) for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective unless an instrument has been executed in accordance with the Declaration and the Bylaws of the Association;

(f) 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

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 shall be a voting Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of no fewer than one director, who need not be a member of the Association. The number of directors may be increased up to a maximum of five by a unanimous vote of the Board. Any other increase in the number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

| <u>Name</u>                        | <u>Address</u>              |
|------------------------------------|-----------------------------|
| Tanya Matzen – President           | 909 Aviation Pkwy, Ste. 700 |
| Stephen Leach – Vice President     | Morrisville, NC 27560       |
| Will Yadusky – Secretary/Treasurer |                             |

## ARTICLE VII

### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Members holding not less than 80% of the voting interests in the Association. 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 any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE VIII

### DURATION

The corporation shall exist perpetually.

## ARTICLE IX

### AMENDMENTS

Amendment of these Articles shall require the assent of 67% of the entire membership.

## ARTICLE X

### INDEMNIFICATION

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 or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her 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 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.

## ARTICLE XI

### INCORPORATOR

The name and address of the incorporator is as follows: J. Craig Kiser, 230 North Elm Street, Suite 1500, Greensboro, North Carolina 27401.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 11<sup>th</sup> day of November, 2013.

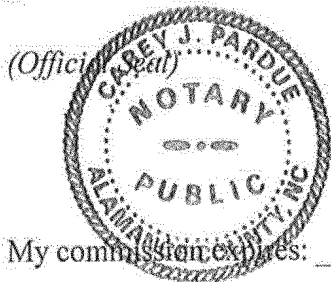
  
J. Craig Kiser

STATE OF NORTH CAROLINA  
COUNTY OF Guilford

I certify that the following person personally appeared before me this day, acknowledging to me that s/he signed the foregoing document: **J. Craig Kiser**.

Date: November 11, 2013

  
Official Signature of Notary



Carey J. Pardue, Notary Public  
Printed or typed name

My commission expires: 8-25-17

Schedule A

Being all of Lot #1 containing 19.599 acres, more or less, as more particularly shown on that plat recorded in Book of Maps 2007, Page 2211, Wake County Registry.

And also being described as follows:

BEING that certain tract of land lying and being in the Town of Morrisville, Cedar Fork Township, Wake County, North Carolina, and more particularly described as follows:

BEGINNING at an existing right-of-way monument in the northern right-of-way of Interstate 540, said point also being in the western right-of-way of Church Street and having NC Grid Coordinates of Northing: 768501.82 and Easting: 2045465.51; thence with the northern right-of-way of Interstate 540 S 72° 13' 05" W a distance of 779.23 feet to a point; thence with the northern right-of-way of Interstate 540 S 75° 17' 17" W a distance of 444.38 feet to a point; thence leaving the northern right-of-way of Interstate 540 N 01° 37' 30" E a distance of 889.53 feet to an existing concrete monument; thence S 88° 51' 07" E a distance of 36.38 feet to an existing iron pipe; thence N 30° 40' 17" E a distance of 124.01 feet to an existing iron pipe; thence N 30° 40' 17" E a distance of 125.03 feet to an existing iron pipe; thence N 88° 26' 31" E a distance of 160.94 feet to an existing iron pipe; thence S 28° 22' 12" E a distance of 124.36 feet to an existing iron pipe; thence N 89° 55' 07" E a distance of 386.79 feet to a point in the western right-of-way of Church Street; thence with the western right-of-way of Church Street S 30° 14' 40" E a distance of 14.91 feet to a point; thence with the western right-of-way of Church Street S 29° 58' 37" E a distance of 50.53 feet to a point; thence with the western right-of-way of Church Street S 30° 20' 50" E a distance of 52.02 feet to a point; thence with the western right-of-way of Church Street S 30° 20' 23" E a distance of 50.94 feet to a point; thence with the western right-of-way of Church Street S 30° 14' 34" E a distance of 51.83 feet to a point; thence with the western right-of-way of Church Street S 30° 10' 12" E a distance of 52.05 feet to a point; thence with the western right-of-way of Church Street S 30° 12' 43" E a distance of 50.28 feet to a point; thence with the western right-of-way of Church Street S 30° 18' 27" E a distance of 49.34 feet to a point; thence with the western right-of-way of Church Street S 30° 00' 57" E a distance of 52.23 feet to a point; thence with the western right-of-way of Church Street S 30° 00' 29" E a distance of 50.00 feet to a point; thence with the western right-of-way of Church Street S 30° 14' 09" E a distance of 52.33 feet to a point; thence with the western right-of-way of Church Street S 30° 09' 48" E a distance of 50.93 feet to a point; thence with the western right-of-way of Church Street S 30° 09' 14" E a distance of 51.34 feet to a point; thence with the western right-of-way of Church Street S 30° 08' 36" E a distance of 51.14 feet to a point; thence S 30° 23' 49" E a distance of 51.97 feet to a point; thence with the western right-of-way of Church Street S 29° 25' 33" E a distance of 16.97 feet to the Point of BEGINNING; said tract containing 19.5959 acres, more or less, and being the same property shown on that survey titled, "ALTA/ACSM Land Title Survey for Lennar Carolinas, LLC," dated March 27, 2012 and prepared by Bass, Nixon & Kennedy, Inc.