

**ARTICLES OF INCORPORATION
OF
HIGHLAND CREEK MASTER ASSOCIATION, INC.
(A North Carolina Nonprofit Corporation)**

In compliance with the requirements of Chapter 55A and Chapter 47F 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 hereby certifies as follows:

**ARTICLE I
DEFINITIONS**

1. The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

“Articles” mean these Articles of Incorporation and any amendments hereto.

“Association” means Highland Creek Master Association, Inc., a North Carolina nonprofit corporation.

“Association Documents” mean in the aggregate, the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to or incorporated therein including, but not limited to, amendments to any of the foregoing, as applicable.

“Association Property” means the property more particularly described in Article 4 of the Declaration.

“Board” means the Board of Directors of the Association.

“Bylaws” mean the Bylaws of the Association and any amendments thereto.

“County” means Wake County, North Carolina.

“Declarant” means Centex Homes, a Nevada general partnership, and any successor or assign thereof, which acquires any Lot from Centex Homes for the purpose of development and to which Centex Homes specifically assigns all or part of the rights of Declarant hereunder by an express written assignment recorded in the public land records of the County.

“Declaration” means the Master Declaration of Covenants, Restrictions and Easements for Highland Creek to be recorded in public land records of the County, as may be amended from time to time.

“Director” means a member of the Board.

“Living Unit” means each individual single-family residential dwelling unit in the Project, and includes the Lot upon which a Living Unit is constructed.

“Lot” means a portion of the Project Land shown on a subdivision plat as a delineated parcel of land upon which a single-family Living Unit is permitted to be erected, and includes any Living Unit which may be constructed thereon.

“Member” means a member of the Association.

“Operating Expenses” mean the expenses for which Residential Owners are liable to the Association as described in Article 6 of the Declaration.

“Owner” means the owner(s) of the fee simple title to a Lot or a Living Unit and includes Declarant.

“Project” means the residential community planned for development upon the Project Land committed to land use under the Declaration.

“Project Land” means the real property now or hereafter submitted to the terms and provisions of the Declaration.

“Residential Owner” means the owner of fee simple title to a Living Unit or Lot (but does not include Declarant or any builder exercising Declarant rights with regard to Assessments payable to the Association during the Deficit Funding Period referred to in Article 6 of the Declaration).

The terms defined in the Bylaws and the Declaration are incorporated herein by reference and appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II **NAME**

The name of this corporation shall be HIGHLAND CREEK MASTER ASSOCIATION, INC., a North Carolina nonprofit corporation, whose principal and mailing address is 2301 Sugar Bush Road, Suite 400, Raleigh, Wake County, North Carolina, 27612.

ARTICLE III **PURPOSES**

The purpose for which this Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in the Association Documents and to carry out the covenants and enforce the provisions of the Association Documents.

ARTICLE IV **POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have and exercise any and all powers, rights and privileges which corporations organized under the provisions of the Non-Profit Corporation Act and the Planned Community Act of the State of North Carolina by law may now or hereinafter have or exercise.

B. The Association shall have all of the powers to be granted to the Association in the Association Documents. All of the provisions of the Declaration and Bylaws that grant powers to the Association are incorporated into the Articles.

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

1. To perform any act required or contemplated by it under the Association Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property and the Project Land.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To maintain, repair, replace and operate the Association Property for which the Association has an obligation in accordance with the Association Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Association Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, granting and modifying easements for public, utility, drainage and cable television purposes, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Project in a proper and aesthetically pleasing condition and to provide the Residential Owners with services, amenities, controls and enforcement which will enhance the quality of life in the Project.

9. The Association shall be required to obtain the approval of Members holding at least three-fourths (3/4) of the votes of the Members present in person or by proxy at a duly called meeting of the Members at which a quorum is present, prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which Residential Owners are obligated to pay pursuant to the Association Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Association Documents;
- (d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite number of votes; or
- (e) filing a compulsory counterclaim.

ARTICLE V

MEMBERS AND VOTING

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit, including contract sellers, shall be a 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit. The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as provided in the Declaration and Bylaws of the Association.

ARTICLE VI

TERM AND DISSOLUTION

The term for which this Association is to exist shall be perpetual. The Association may be dissolved only upon the signed written assent of Members entitled to at least three-fourths (3/4) of the votes appurtenant to each class of Lots. Upon dissolution, 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 the Association was created. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to similar purposes in compliance with and subject to all applicable governing laws. The Association Property shall be preserved to the perpetual benefit of the owners of Living Units within the Project and shall not be conveyed except to the City of Raleigh or another non-profit corporation organized for similar purposes.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

Megan L. Farris
5400 Glenwood Avenue, Suite 100
Raleigh, South Carolina 27612-3228

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Michael Phillips
Vice President	Jon McReynolds
Secretary & Treasurer	Morgan Bryan

ARTICLE X BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors subsequent to the "Declarant's Resignation Event" (as defined in the Bylaws) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected, but in any event these shall always be an odd number of Directors. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouse of Members. There shall be one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
MICHAEL PHILLIPS	Centex Homes 2301 Sugar Bush Rd., Suite 400 Raleigh, N.C. 27612
JON McREYNOLDS	Centex Homes 2301 Sugar Bush Rd., Suite 400 Raleigh, N.C. 27612
MORGAN BRYAN	Centex Homes 2301 Sugar Bush Rd., Suite 400 Raleigh, N.C. 27612

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as provided in the Bylaws.

C. Declarant anticipates the Project will ultimately contain an aggregate of 1,041 Living Units. The number of Living Units is subject to change if the "Site Plan" (as defined in the Declaration) is modified as provided in the Declaration. For the purposes hereof, the term "Total Planned Units" shall mean 1,041 Living Units, as such number may be adjusted to reflect changes in the Site Plan. As provided in the Declaration, the "Turnover Date" means the earlier of (i) the date when ninety percent (90%) of the Total Planned Units have been conveyed to a Residential Owner, or (ii) the date on which Declarant records in the Public Records a document relinquishing its control of the Association to the Members.

D. The election of Directors by the Purchaser Members shall be conducted in accordance with the Bylaws.

ARTICLE XI

BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII

AMENDMENTS

A. Prior to the conveyance by Declarant of a Lot or Living Unit to a Residential Owner, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of North Carolina.

B. Until the Turnover Date, all amendments or modifications to these Articles and adoption or repeal of Bylaws shall only be made by action of the First Board as described herein, which First Board shall have the power to amend or modify these Articles and to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

3. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of the Members entitled to cast two-thirds (2/3) of the votes of the Members.

4. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

5. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. These Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds at least one (1) Lot or Living Unit for sale in the ordinary course of business; and (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

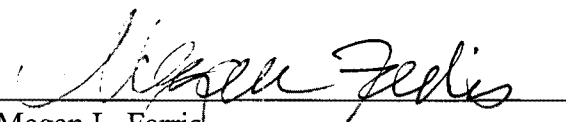
E. No amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof and in the Bylaws, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles.

ARTICLE XIII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2301 Sugar Bush Rd., Suite 400, Raleigh, North Carolina 27612, and the initial registered agent of the Association at that address shall be William McShea.

31st IN WITNESS WHEREOF, I, the undersigned incorporator have hereunto set my hand this day of August, 2006.


Megan L. Farris

IN WITNESS WHEREOF, we being all the Directors of Highland Creek Master Association, Inc. have hereto set our hands this 31st day of August, 2006.


MICHAEL PHILLIPS


JON Mc REYNOLDS


MORGAN BRYAN

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