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

ALSTON RIDGE PROPERTY OWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 3rd day of November, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 3rd day of November, 2011

Elaine F. Marshall

Secretary of State

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Elaine F. Marshall
North Carolina Secretary of State
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ARTICLES OF INCORPORATION

OF

ALSTON RIDGE PROPERTY OWNERS ASSOCIATION, INC.

These Articles of Incorporation are made and acknowledged for Alston Ridge Property Owners Association, Inc. and shall govern a nonprofit corporation under and by virtue of the laws of the State of North Carolina.

Article 1. Name and Address. The name of the corporation is Alston Ridge Property Owners Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

The initial principal office of the Association is:

c/o Pulte Home Corporation
1225 Crescent Green Drive
Suite 250
Cary, North Carolina 27518
Wake County

Article 2. Duration. The Association shall have perpetual duration.

Article 3. Applicable Statute. The Association is organized pursuant to the provisions of the North Carolina Nonprofit Corporation Act.

Article 4. Definitions. All capitalized terms used herein which are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Alston Ridge, recorded or to be recorded in the Office of the Register of Deeds of Wake County, North Carolina, by Pulte Home Corporation, a Michigan corporation ("Pulte"), said Declaration, as amended from time to time in accordance with its terms, herein referred to as the "Declaration."

Article 5. Purposes and Powers. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which it is formed are:

(a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, the Bylaws, and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the Owners of property subject to the Declaration.

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors of the Association:

(a) all of the powers conferred upon nonprofit corporations by common law and the North Carolina statutes in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative 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;

(ii) to manage, control, operate, maintain, repair, and improve any Common Area, or any other property for which the Association, by rule, regulation, declaration, or contract, has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all Owners of property subject to the Declaration;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration or the Bylaws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and

(ix) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 5.

Article 6. Membership. The Association shall be a membership corporation without certificates or shares of stock. Prior to the recording of the Declaration in the Office of the Register of Deeds, Wake County, North Carolina, Pulte shall be the sole member of the Association. Following the recording of the Declaration, membership and voting rights shall be as specified in the Declaration.

Article 7. Executive Board. The business and affairs of the Association shall be conducted, managed, and controlled by an executive Board of Directors ("Board"). The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine. Prior to the recording of the Declaration in the Office of the Register of Deeds, W a k e County, North Carolina, Pulte, as the sole member of the Association, shall have the right to appoint and remove the directors of the Association. Following the recording of the Declaration, the method of election and removal of Board members and filling of vacancies and the term of office of Board members shall be as set forth in the Declaration and the Bylaws. The initial Board members are as follows:

Chris Raughley
Pulte Homes, Inc.
1225 Crescent Green Drive, Suite 250
Cary, NC 27518

Robert Davenport
Pulte Homes, Inc.
1225 Crescent Green Drive, Suite 250
Cary, NC 27518

David Jennings
Pulte Homes, Inc.
1225 Crescent Green Drive, Suite 250
Cary, NC 27518

Article 8. Liability of Board members. No person who is serving or who has served as a Board member of the Association shall be personally liable to the Association or any of its members for monetary damages for breach of duty as a Board member, except for liability with respect to (a) acts or omissions that the Board member at the time of such breach knew or believed were clearly in conflict with the best interests of the Association, (b) any transaction

from which the Board member derived an improper personal benefit or (c) acts or omissions with respect to which the North Carolina Nonprofit Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a Board member's reasonable compensation or other reasonable incidental benefit for or on account of his service as a Board member, officer, employee, independent contractor, attorney, or consultant of the Association. No amendment or repeal of this Article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

Article 9. 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 of the Association cast at a meeting duly called for such purpose; provided, however, during Declarant's Development Period, Declarant must also consent to such dissolution. 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 Common Area shall be preserved to the perpetual benefit of the owners of Lots within the Community and shall not be conveyed except to the Town of Fuquay Varina or another non-profit corporation organized for similar purposes.

Article 10. Merger and Consolidation. The Association may merge or consolidate only upon a resolution duly adopted by the Executive Board and the affirmative vote of not less than two-thirds (2/3rds) of the votes of the Association cast at a meeting duly called for such purpose; provided, however, during Declarant's Development Period, Declarant must also consent to such merger or consolidation.

Article 11. Amendments. Prior to the recording of the Declaration in the office of the Register of Deeds, Wake County, North Carolina, these Articles may be amended unilaterally by Pulte. Following the recording of the Declaration, these Articles may be amended by the approval of at least two-thirds (2/3rds) of the votes cast at a meeting of the Members of the Association duly called for such purpose, or with the written consent of the Members entitled to cast at least two-thirds (2/3rds) of the votes of the Association, provided that (i) no amendment shall be in conflict with the Declaration, (ii) during Declarant's Development Period, any amendment to these Articles must also be approved by Declarant, and (iii) provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration.

Article 12. Registered Agent and Office. The initial registered agent of the Association is David Jennings and the initial registered office of the Association is 1225 Crescent Green Drive, Suite 250, Cary, North Carolina 27518.

Article 13. Incorporator. The incorporator of the Association is Megan L. Farris, 1225 Crescent Green Drive, Suite 110, Cary, North Carolina 27518.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation.

Megan L. Farris
1225 Crescent Green Drive, Suite 110
Cary, NC 27518