

State of North Carolina
Department of the Secretary of State
**ARTICLES OF INCORPORATION
NONPROFIT CORPORATION**

Pursuant to § 55A-2-02 of the General Statutes of North Carolina, the undersigned incorporator(s) hereby submit(s) the following Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is:

Austin Downs Homeowners Association, Inc.

2. (Check *only* if applicable.) The corporation is a charitable or religious corporation within the meaning of N.C.G.S. § 55A-1-40 (4).

3. The street address and county of the initial registered office of the corporation is:

Number and Street: 1801 Westchester Drive
City, State, Zip Code: High Point, NC 27262
County: Guilford County

The above address is also the address of the principal office of the corporation.

4. The mailing address **if different from the street address** of the initial registered office is:

5. The name of the initial registered agent is:

James E. Gill, Jr.

6. The name and address of each incorporator is as follows:

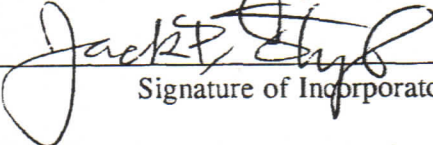
Law Office Jack B. Styles, P.C.
211 Six Forks Road, Suite 204
Raleigh, NC 27609

The incorporator will perform the ministerial function of signing and delivering the articles of incorporation to the Secretary of State. If initial directors are named in these articles of incorporation, the incorporator shall have no other duty or responsibility to the corporation.

7. (Check either a or b below.)
a. xx The corporation will have members.
b. ___ The corporation will not have members.
8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.
9. Any other provisions which the corporation elects to include are attached.
10. These articles will be effective upon filing, unless a date and/or time is specified:

This the 20th day of June _____, 2001.

Austin Downs Homeowners Association, Inc.
Name of Corporation


Signature of Incorporator

Law Office Jack B. Styles, P.C., Incorporator, by Jack B. Styles, President
Type or Print Incorporator's Name and Title, if any.

ARTICLE 8.

In the event that the corporation shall be dissolved, the corporation shall adopt a plan of dissolution in accordance with Article 14 of Chapter 55A of the General Statutes of North Carolina, and in accordance with § 55A-14-03 thereof, or any successor statute later adopted, and all assets of the corporation shall be transferred or distributed in accordance with said plan of dissolution.

ARTICLE 9.

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(a) The purpose or purposes for which the Corporation is organized are:

i. To perform any and all acts necessary in the management of the affairs of the property owners of the subdivision known as "Austin Downs", a map of which is or will be duly recorded in the appropriate County Registry; to manage the affairs of the Association; or any other activities designed to promote the welfare of the Association; and to perform any other lawful act that the Board of Directors may deem appropriate for the benefit of the Association.

ii. To operate and manage common areas of the subdivision known as "Austin Downs", a map of which is or will be duly recorded in the appropriate County Registry.

iii. To engage in any lawful act or activity permitted by N.C.G.S. Chapter 55A and the applicable provisions of the Internal Revenue Code for a Corporation with the above stated purpose.

(b) Directors. The number of directors constituting the board of directors of the corporation shall be provided in the by-laws of the corporation. The number of directors constituting the initial board of directors shall be two (2). The names and addresses of the persons who shall serve as initial directors until their successors are elected or qualified are:

<u>Name</u>	<u>Address</u>
Donald R. Scott	995 Nottingham Road High Point, NC 27262
James E. Gill, Jr.	1801 Westchester Road High Point, NC 27262

(c) Indemnification of Officers and Directors. In accordance with N.C.G.S. Section 55A-8-57, or any successor statute of similar import later enacted, the corporation shall be liable for indemnification of any director or officer or former director or officer of the corporation or any person who may have served at its request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against liabilities and reasonable litigation expenses, including attorneys' fees, incurred by him in connection with any action, suit, or proceeding in which he is made or threatened to be made a party by reason of being or having been such director or officer, except in relation to matters as to which shall be adjudged in such action, suit or proceeding to have acted in bad faith or to have been liable or guilty by reason of willful misconduct in the performance of duty. The indemnification authorized by this provision shall be in addition to that permitted by N.C.G.S. 55A-8-50 through 55A-8-56, or any successor statute of similar import later enacted, and it is further provided that the corporation shall also be liable for indemnification to the fullest extent allowed under N.C.G.S. 55A-8-50 through 55A-8-56, or any successor statute of similar import later enacted.

ARTICLE 9.

Page 2

(d) Elimination of Director Liability. To the fullest extent allowed by N.C.G.S. Section 55A-2-02 (b) (4) and Section 55A-8-60, or any successor statute of similar import later enacted, except as provided otherwise therein, a person serving as a director, trustee or officer of the corporation shall be immune individually from civil liability or monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, and any such liability is hereby eliminated to the fullest extent which may be accomplished as provided therein.

(e) Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

(f) The qualifications for membership in the corporation, and the voting rights of its members, shall be delineated in the Covenants, Conditions and/or Restrictions of Austin Downs, duly recorded in the appropriate County Registry and in the by-laws of the corporation, and the members of the corporation shall have only such voting rights as may be provided in such instruments.

HP Planning

RETURN TO: Steven W. Galanti, Planner II
Department of Planning and Development
P.O. Box 230, High Point, N.C. 27261

NORTH CAROLINA
GUILFORD COUNTY

ENCROACHMENT AGREEMENT

3/ THIS ENCROACHMENT AGREEMENT made this 20th day of September, 1995, by and between the CITY OF HIGH POINT (hereinafter referred to as "Grantor"), and AUSTIN DOWNS HOMEOWNERS ASSOCIATION, (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, the Grantor and Grantee are respective owners of certain real property located in High Point Township, Guilford County, North Carolina; and

WHEREAS, on September 7, 1995, the High Point City Council agreed to allow the encroachment of two subdivision signs, fencing and landscaping with the Cole Avenue portion of Austin Downs Subdivision, Phase 1 and described on Exhibit A on the above-mentioned right-of-way of Grantor so long as the property is not needed by the Grantor.

NOW, THEREFORE, the Grantor, for and in consideration of these premises and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, his successors and assigns, a temporary easement for the Grantee's signs, fencing and landscaping which encroach upon the Grantor's land and right-of-way, for so long as the property and right-of-way is not needed by the Grantor.

The Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all damage to the Grantor's property including electric utilities, or any liability for damages for personal injury, death, or property damages suffered by any person of any kind whatsoever, resulting from the Grantee's signs, fencing and landscaping which encroach upon the property of the Grantor, including any future damages. The Grantee agrees to assume responsibility for the care and maintenance of the signs, landscaping and fencing within the easement granted.

The terms, covenants, provisions and limitations of this Encroachment Agreement shall run with the lands of the Grantor and Grantee, and shall extend to and be binding upon the heirs, executor, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said easement to the Grantee, his heirs, successors and assigns, for so long as said easement is used for the purpose stated herein, and under the conditions granted herein.

000327

North Carolina - Guilford County

The certificate (s) of _____
Judith H. Peete

890506 *jl*

09/20/1995
1 MISC DOCUMENTS \$6.00
2 MISC DOC ADMIN PGS \$4.00
1 PROPERTY FEE \$2.00

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Lee Payne
Assistant/Deputy Register of Deeds

BOOK: 4343
PAGE(S):0327 TO 0329
09/20/1995 15:39:59

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its Mayor and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

CITY OF HIGH POINT

(Seal)

By: Rebecca R. Smothers
Rebecca R. Smothers, Mayor

Attest:
Patricia Paris Simmons CMC/AAG
City Clerk



NORTH CAROLINA

Randolph COUNTY

I, Judy H. Peele, a Notary Public, do hereby certify that Patricia Paris Simmons personally came before me this day and acknowledged that she is City Clerk of the City of High Point, a North Carolina municipal Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official seal, this the 20th day of September, 1995.

Judy H. Peele
Notary Public

My commission expires: _____

JUDY H. PEELE
NOTARY PUBLIC
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
COMMISSION EXPIRES AUGUST 25, 1997

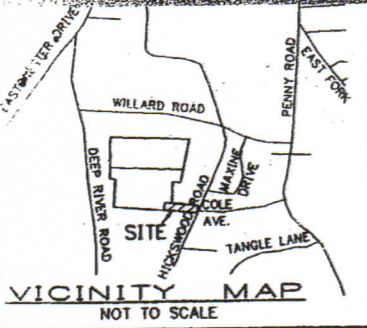
Approved as to form
Fred P. Baggett
Fred P. Baggett
City Attorney

000328

EXHIBIT 'A'

**LANDSCAPE ENCROACHMENT AREA
AUSTIN DOWNS SUBDIVISION
PHASE 1**

CITY OF HIGH POINT - HIGH POINT TOWNSHIP
GUILFORD COUNTY - NORTH CAROLINA

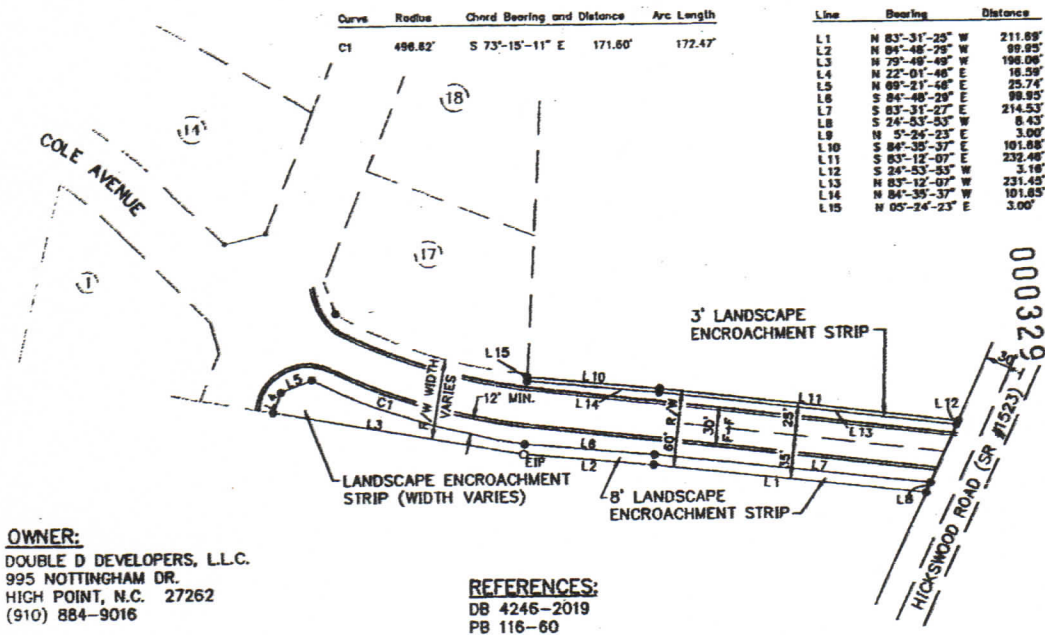


TOTAL AREA OF LANDSCAPE (NORTH) = 0.023 AC.
ENCROACHMENT EASEMENT: (SOUTH) = 0.126 AC.
TOTAL = 0.149 AC.

GRID
N

Curve	Radius	Chord Bearing and Distance	Arc Length
C1	496.82'	S 73°-15'-11" E 171.80'	172.47'

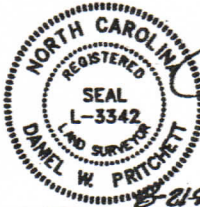
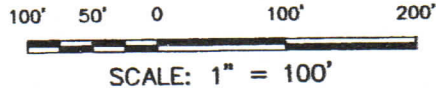
Line	Bearing	Distance
L1	N 83°-31'-25" W	211.89'
L2	N 04°-48'-29" W	89.85'
L3	N 79°-48'-49" W	198.06'
L4	N 22°-01'-46" E	18.59'
L5	N 68°-21'-46" E	25.74'
L6	S 84°-48'-29" E	99.85'
L7	S 83°-31'-27" E	214.53'
L8	S 24°-53'-53" W	8.43'
L9	N 5°-24'-23" E	3.00'
L10	S 84°-35'-37" E	101.88'
L11	S 83°-12'-07" E	232.46'
L12	S 24°-53'-53" W	3.16'
L13	N 83°-12'-07" W	231.48'
L14	N 84°-35'-37" W	101.83'
L15	N 05°-24'-23" E	3.00'



OWNER:
DOUBLE D DEVELOPERS, L.L.C.
995 NOTTINGHAM DR.
HIGH POINT, N.C. 27262
(910) 884-9016

REFERENCES:
DB 4246-2019
PB 116-60

I, Daniel W. Pritchett, certify that this map was drawn under my supervision (from an actual survey made under my supervision) (deed description recorded in Book 4246, Page 2019); that the boundaries not surveyed are clearly indicated as dashed lines from information found in referenced record documents; Witness my original signature, registration number and seal this 21 day of Aug. A.D., 1975



[Signature]
Registered Land Surveyor

L-3342
Registration Number

**JAMESTOWN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS**



117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27282
Telephone (919) 886-5523

F:\94017\EXHIBIT.DWG

Dist. HP

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of , 19
by

Mail after recording to MORGAN, HERRING, MORGAN, GREEN, ROSENBLUTT & GILL, ATTORNEYS
P. O. BOX 2756 • HIGH POINT, N. C. 27261
This instrument was prepared by *James K. Gill Jr*
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 11th day of September, 19 96, by and between

GRANTOR

GRANTEE

Double D Developers, L.L.C.

Austin Downs Homeowners Association

*995 Nottingham Rd
High Point, NC 27262*

000760

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of High Point, High Point Township, Guilford County, North Carolina and more particularly described as follows:

All of the Common Area as shown in Plat Book 122, Page 19, as recorded in the Office of the Register of Deeds of Guilford County, North Carolina for Austin Downs, Phase II.

North Carolina - Guilford County
The certificate (s) of

Shirley A. Switzer Ball

983075 *JK*

1 DEEDS 983075 96.00
1 DEEDS ADMIN PGG 92.00
1 PROBATE FEE 92.00

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE REGISTER OF DEEDS
Katherine Lee Payne
Assistant/Deputy Register of Deeds

BOOK: 4465
PAGE(S): 0760 TO 0761
10/03/1996 09:10:04

The property hereinabove described was acquired by Grantor by instrument recorded in . . .

A map showing the above described property is recorded in Plat Book 122 page 19.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

000761

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Double D Developers, L.L.C. (SEAL)
(Corporate Name)
[Signature] SEAL (SEAL)
[Signature] Managing Member (SEAL)
ATTEST: (SEAL)
Secretary (Corporate Seal) (SEAL)

LINE BLACK INK ONLY

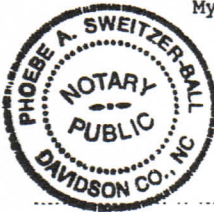
SEAL-STAMP NORTH CAROLINA, _____ County.

I, Phoebe A. Sweitzer, a Notary Public of Davidson County and State aforesaid, certify that Donald R. Scott, managing manager of Double D. Developers, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this 17th day of September, 1996.

My Commission Expires: 1/10/98

[Signature] Phoebe A. Sweitzer Ball
Notary Public



is are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY

My _____ Deputy/Assistant - Register of Deeds