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ARTICLES OF INCORPORATION
OF
THE AMBERDALE VILLAGE ASSOCIATION, I
A NON-PROFIT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more hereby forms a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end does hereby set forth:

1. The name of the Corporation is THE AMBERDALE VILLAGE ASSOCIATION, LTD. (hereinafter referred to as the "Association")

2. The period of duration of the Association shall be perpetual.

3. The purposes for which the Association is organized are:

(a) To erect, establish and maintain landscape easement areas, entrance areas and signs designating Amberdale Village within Oakridge Subdivision; to plant, install, manage, maintain, operate, care for, administer and landscape Amberdale Circle and Amber Leaf Drive within Amberdale Village, and such other streets, roads, boulevards, islands within cul-de-sacs, drainage easement areas, private parks and areas accessing private parks within additional declarations establishing additional sub-divisions or phases of "Amberdale Village") in the City of Lumberton, North Carolina, as described in a map of "Amberdale Village" recorded, or to be recorded, in the Book of Official Maps of the Robeson County

Registry, and in the Declaration of Restrictive Covenants and Conditions executed by French-Broadhurst Farm (the "Declarant"), and recorded, or to be recorded, in the office of the Register of Deeds for Robeson County, North Carolina, (such Declaration as the same may be amended from time to time being hereinafter referred to as the "Declaration") when so assigned by the Declarant as defined therein; to install, maintain and operate underground irrigation pipes and attachments when so assigned by the Declarant; to maintain drainage facilities within Drainage Easement Areas when so assigned by the Declarant; to install, pave, maintain, and care for Amberdale Circle, Amber Leaf Drive, and sidewalks within Amberdale Village, Section One, and other private streets, roads, boulevards and sidewalks within other future sections of Amberdale Village, Section One; to install and maintain lighting of Amberdale Circle and Amber Leaf Drive within Amberdale Village, Section One, and other streets, roads, and boulevards within other future sections thereof; to enforce the covenants, restrictions, easements, charges and liens provided in the Declaration to be enforced by the Association, when so assigned; to fix, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, all in the manner set forth in and subject to the provisions of the Declaration, when so assigned by the Declarant; to make and enforce rules and regulations governing the Owners' use and occupation of Lots, when so assigned by the Declarant; and to exercise all powers and privileges and to perform all duties and obligations of the Association under the Declaration;

(b) To do any and all other lawful things and acts that the Association from time to time, in its discretion, may deem to be for the benefit of "Amberdale Village" Subdivision (and other subdivisions or phases of "Amberdale Village" as may be established and declared from time to time by Declarant) and the owners and inhabitants thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety and general welfare of the owners and inhabitants thereof, not inconsistent with the Restrictions, Covenants and Conditions contained in the Declaration; and

(c) To exercise all powers provided in Chapter 55A of the General Statutes of North Carolina in furtherance of the above-stated purposes; and

(d) To exercise all powers provided in Chapter 47F of the General Statutes of North Carolina in furtherance of the above-stated purposes.

4. The Association is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the Association shall be distributed, upon dissolution or otherwise, to any member, director or officer of the Association.

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such a manner, or to an organization or

organizations organized and operating exclusively for purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future U. S. Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disbursed by the Superior Court of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

5. Provisions relating to the members of the Association are:

(a) Members of the Association shall be Lot Owners as defined in the Declaration and no other person or entity shall be entitled to membership.

(b) There shall be only one class of members in the Association.

(c) The members of the Association shall have the right to vote for the election and removal of directors and upon such other matters with respect to which the right to vote is given to members under the Declaration or under the provisions of Chapter 55A of the General Statutes of North Carolina, the voting rights of the members being more particularly described in the Declaration and the Bylaws attached thereto; provided, however, that certain rights are reserved to Declarant in the Declaration and Bylaws of the Association with respect to the election of the initial Board of Directors and amendment of the Declaration and Bylaws, and

appointment and removal of officers and members of the Board of Directors during the period of Declarant Control as defined in the Declaration.

(d) Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot in "Amberdale Village" Subdivision. Restrictions on the transfer or encumbrance of Lots are set forth in the Declaration.

6. The address of the/^{principal office and the}initial registered office of the Association is 4310 Ludgate Street, Lumberton, Robeson County, North Carolina 28358, and the initial registered agent of the Association at such address is B. G. French, Jr.

7. The business and conduct of the Association shall be regulated by a Board of Directors who shall be elected in the manner and for the terms provided in the Bylaws. The number of directors constituting the initial Board of Directors shall be three; and the names and addresses of the persons who are to serve as the initial directors are:

Nancy L. French	4310 Ludgate Street Lumberton, N. C. 28358
Geraldine B. Nealy	4310 Ludgate Street Lumberton, N. C. 28358
B. G. French, Jr.	4310 Ludgate Street Lumberton, N. C. 28358

8. The incorporator of this Association is B. G. French, Jr. and his address is 4310 Ludgate Street, Lumberton, Robeson County, North Carolina 28358.

IN TESTIMONY WHEREOF, the undersigned has set his hand
and affixed his seal, this the 9th day of January, 2002.

B. G. French, Jr. (SEAL)
B. G. French, Jr.

INCORPORATOR