



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

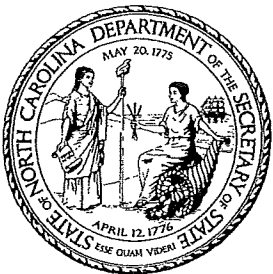
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF CORRECTION

OF

SUMMERDALE NORTH HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 12th day of April, 2019.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of April, 2019.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

ARTICLES OF CORRECTION

Pursuant to §55D-14 of the General Statutes of North Carolina, the undersigned entity hereby submits these Articles of Correction for the purpose of correcting a document filed by the Secretary of State.

1. The name of the entity is: Sunnerdale North Homeowners Association, Inc.

2. On the 29th day of March, 2019, the business entity filed:

a. The following described document: Articles of Incorporation

-OR-

b. The attached document (Check here if applicable).

3. This document was incorrect in the following manner (specify the incorrect statement and the reason it is incorrect or the manner in which the execution was defective):

The name of the entity was intended to be the Summerdale North Homeowners Association, Inc. Article I of the Articles indicated this, however the name of the entity was misspelled in the header of the document.

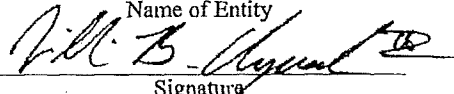
4. The incorrect matters stated in Item 4 above should be revised as follows or the corrected document may be attached:

The name of the entity should be the Summerdale North Homeowners Association, Inc.

This the 12 day of April, 2019.

Sunnerdale North Homeowners Association, Inc.

Name of Entity



Signature

William B. Aycock II, Incorporator

Type or Print Name and Title

NOTES:

1. Filing fee is \$10. This document must be filed with the Secretary of State.
2. For effective date of these Articles of Correction, see N.C.G.S. §55D-14.

ARTICLES OF INCORPORATION

OF

SUNNERDALE NORTH HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 55A 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 Summerdale North Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

PRINCIPAL AND REGISTERED OFFICE

The principal and registered office of the Association is located at 1100 Perimeter Park, Suite 112, Morrisville, Wake County, NC 27560.

ARTICLE III

REGISTERED AGENT

Heather Gaster, whose address is 1100 Perimeter Park, Suite 112, Morrisville, Wake County, 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, Conditions and Restrictions for Summerdale North (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 Fuquay Varina 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; provided, 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; and

(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 at least three directors, 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>
Heather Gaster – President	1100 Perimeter Park, Suite 112, Morrisville, Wake County, NC 27560
Joe Conlan – Vice President	
Landon Walls – 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

During the Declarant's Development Period (as defined in the Declaration), these Articles may not be amended, changed or added to except by an amendment executed by Declarant (as defined in the Declaration). Any other amendment of these Articles shall be controlled by the provisions set forth in the Declaration.

ARTICLE X

INDEMNIFICATION

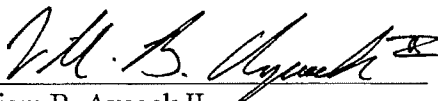
Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become 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: William B. Aycock II, 100 Europa Drive, Suite 271, Chapel Hill, North Carolina 27517.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 21st day of March, 2019.



William B. Aycock II

EXHIBIT A

Tract 1 :

Beginning at a point on the right of way of Coley Farm Road, said point having NC Grid coordinates of N=667,873.71' and E= 2,056,317.02' (NAD'83); thence runs with said right of way N 56°41' 37" W 179.49' to a point; thence runs N 55°57' 06" W 190.16' to a point; thence runs N 54°49' 59" W 71.59' to a point; thence runs N 00°29' 27" E 216.12' to a point; thence runs S 89°52' 29" E 663.48' to a point; thence runs S 00° 07' 46" W 95.83' to a point; thence runs N 89° 52' 14" W 4.01' to a point; thence runs S 00° 07' 46" W 130' to a point; thence runs N 89° 52' 14" W 172.13' to a point; thence runs S 43°19' 59" E 109.36' to a point; runs thence with a curve to the left having a radius of 218.01', an arc length of 63.31' and a chord bearing and distance of S 50° 24' 04" W 61.11' to a point; thence runs with a curve to the right having a radius of 26.10', an arc length of 29.74' and a chord bearing and distance of S 89° 53' 23" W 28.15' to a point; thence runs with a curve to the right having a radius of 200', an arc length of 20.72' and a chord bearing and distance of N 53° 40' 57" W 20.71' to a point; thence runs S 39° 17' 07" W 166.93' to the point and place of beginning, containing 4.97 acres.

Tract 2:

BEING all of Lot 10, containing 6.68 acres as shown on that certain plat of survey entitled "Recombination Plat, Property of Douglass & Barham" by B. L. Scott Land Surveying, bearing the seal of Barry L. Scott, P.L.S L-3156, dated October 10, 2013 and recorded in Book of Maps 2017, Page 1032 of the Wake County Registry.

Parcel ID: 056682166 and 0656686510