
FILED	Apr 24, 2008
AT	12:00:12 pm
BOOK	01705
START PAGE	0251
END PAGE	0269
INSTRUMENT #	02825

Bylaws

Of

Fox Hills Subdivision Homeowners Association

Adopted

ARTICLE 1
OFFICES

The principal office of the Homeowners Association in the State of North Carolina shall be located in Autryville, County of Sampson. The Homeowners Association may have such other offices, either within or without the State Of North Carolina, as the Board of Directors may designate or as the Association may require from time to time.

ARTICLE 2
HOMEOWNERS

SECTION 1, Annual Meeting. The annual meeting of the Homeowners shall be held on the 1st day in the month of **MAY** in each year, beginning with the year 2008, at the hour of 6:00pm, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for annual meeting shall be a legal holiday in the State of North Carolina, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Homeowners or at any adjournment

thereof, the Board of Directors shall cause the election to be held at a special meeting of the Homeowners as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the Homeowners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the Homeowners of not less than Fifty percent (50%) of all the outstanding Owners of the Association entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of North Carolina, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all Homeowners entitled to vote at a meeting may designate any place, either within or without the State of North Carolina, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal location of the Association.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than (30) days nor more than (60) days before the date of the meeting, to each Homeowner of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Homeowner at his/her address as it appears on the records of the Association, with postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record. The Fox Hills Association has no Stocks and Dividends, for it is a Non-Profit organization, but for the purpose of determining Home Ownership entitled to notice of or to vote at any meeting of Homeowners or any adjournment thereof, or Homeowner entitled to receive payment for any expenses or in order to make a determination of Ownership for any other proper purpose, the Board of Directors of the Association may provide that the Ownership books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the ownership books shall be closed for the purpose of determining Ownership entitled to notice of or to vote at a meeting of Homeowners, such books shall be closed for at least (30) days immediately preceding such meeting. In lieu of closing the Ownership books, the Board of Directors may fix in advance a date as the record date for any such determination of Ownership, such date in any case to be not more than (30) days and, in case of a meeting of Homeowners, not less than (30) days, prior to the date on which the particular action requiring such determination of Homeowners is to be taken. If the Ownership books are not closed and no record date is fixed for the determination of Ownership entitled to notice of or to vote at a meeting of Homeowners, or Homeowners entitled to receive payment or Ownership, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such payment or Ownership is adopted, as the case may be, shall be record date for such determination of payment and Ownership. When a determination of Ownership entitled to vote at any meeting of Association has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the Homeowners books for Ownership in the Association shall make a complete list of the Homeowners entitled to vote at each meeting of Homeowners or any adjournment thereof, arranged in alphabetical order, with the address of and the number of votes held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Homeowner during the time of the meeting for the purposes thereof.

SECTION 7. Quorum. A majority of the outstanding Homeowners of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Homeowners. If less

than a majority of the outstanding Homeowners are represented at a meeting, a majority of the Homeowners so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Homeowners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Homeowners to leave less than a quorum. After Quorum vote is taken/received, a majority vote will rule.

SECTION 8. Proxies. At all meetings of Homeowners, a Homeowner may vote in person or by proxy executed in writing by the Homeowner or by his/her duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting Rights. Each outstanding Homeowner entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Homeowners. The Developer (dba) Williamson's Real Estate Development Company, LLC will be entitled to three votes per lot on each matter submitted to a vote at a meeting of Homeowners. This vote by Williamson's Real Estate Development Company, LLC will only apply until subdivision is complete.

SECTION 10. Voting of Share by Certain Owners. Do Not Apply: Non-Profit Association.

SECTION 11. Informal Action by Homeowners. Unless otherwise provided by law, any action required to be taken at a meeting of the Homeowners, or any other action which may be taken at a meeting of the Homeowners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Homeowners entitled to vote with respect to the subject matter thereof.

ARTICLE 3 BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors of the Association shall be fixed by the Board of Directors, but in no event shall be less than three (3). Each director shall hold office until the next annual meeting of Homeowners and until his/her successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of Homeowners. The Board of Directors may provide, by resolution, the time and place for the holding.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any one director. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least thirty (30) days previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be

deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article 3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term his/her predecessor is in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the Homeowners.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his/her expenses, if any, but for attendance at each meeting of the Board of Directors, they will not be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation thereof.

SECTION 11. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE 4 OFFICERS

SECTION 1. NUMBER. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and an Operations Officer, each of whom shall be elected by the Board of Directors. Such officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except for the offices of President and Secretary, which may not be held by the same person. Officers may be directors or Homeowners of the Association.

SECTION 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Homeowners. If the election of officers shall not be

held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified, or until his/her death, or until he/she shall resign or shall have been removed in the manner herein after provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He/she shall, when present, preside at all meetings of the Homeowners and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. The President may sign certificates and letters of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of, and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Homeowners and of the Board of Directors in one or more minute books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under seal is duly authorized; (d) keep a register of the post office address of each Homeowner which shall be furnished to the Secretary by such Homeowner; (e) have general charge of the books and records of the Association; and (f) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article (6) of these Bylaws; and (c) in general perform all of the duties incident

to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. Operation Officer. The Operation Officer has charge of carrying out the daily operations of the Board of Directors and Homeowners. Operation Officer will chair all Sub Committees of the Association. Operation Officer will ensure all standing Bylaws of the Association is followed by its Homeowners. In general perform all duties incident to the office of Operation Officer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION 10. Salaries. The Board of Directors and its agents will receive no salary from the Association. This does not prevent any Board member from receiving salary for work done outside of the Association on his/her time. The Board of Directors has agreed to serve the community and the Association in the best interest of all concern.

ARTICLE 5 INDEMNITY

The Association shall indemnify its directors, officers and agents as follows: (a) Every director, officer and agent of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party, or in which he/she may become involved, by reason of being or having been a director, officer or agent of the Association or is or was serving at the request of the Association as a director, officer or agent of the Association partnership, joint venture, trust of Association, or any settlement thereof, whether or not he/she is a director, officer or agent at the time such expenses are incurred, except in such cases wherein the director, officer or agent is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. (b) The Association shall provide to any person who is or was a director, officer or agent of the Association or is or was serving at the request of the Association as a director, officer or agent of the Association, partnership, joint venture, or trust, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law. (c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article 5.

ARTICLE 6 CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited from

time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 7

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. DO NOT APPLY. (NON-PROFIT)

SECTION 2. Transfer of Shares. DO NOT APPLY. (NON-PROFIT)

ARTICLE 8

FISCAL YEAR

The fiscal year of the Fox Hills Association shall begin on the 1st day of January and end on the 31st day of December of each year.

ARTICLE 9

DIVIDENDS

DO NOT APPLY. (NON-PROFIT)

ARTICLE 10

FOX HILLS SUBDIVISION HOMEOWNERS ASSOCIATION SEAL

The Board of Directors shall provide a Association seal, which shall be circular in form and shall have inscribed thereon the name of the Association and the state of incorporation and the words, "Association Seal".

ARTICLE 11

WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Homeowner or director of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors. The above Bylaws are certified to have been adopted by the Board of Directors of the Fox Hills Subdivision Homeowners Association on the 24 day of April, 2008.

Secretary

ATTACHMENTS

Attachment 1. Fox Hills Subdivision Homeowners Association (Park Rules).

Attachment 2. Land Deed. Filed (Sampson County) April 16, 2007; at 10:02:47 am; Book 01666; Start Page 0205: End Page 0207: Instrument number 02820.

BK:01705 PG:0258

Attachment 1
FOX HILLS SUBDIVISION
SUBDIVISION AND PARK RULES

All children under the age of 8 must be supervised when within the park area

No recreational motorized vehicles allowed on grassy area of park

Park hours are from 7 AM to 10 PM without prior approval from Fox Hills Subdivision Homeowners Board

No parking on shoulders of road

No unauthorized fireworks within park area without approval

All parties and private functions of more than 10 individuals must be approved by Fox Hills Association President or the Homeowners Association 15 days prior to anticipated usage

All individuals must clean up after their pets if the pets are in the park area

All pets in the park area must be on a leash

All private guests must be accompanied by a homeowner

All homeowners must supervise safety of park

All trash must be removed after use of the park as there is no trash collection for park area

If grills are utilized, no dumping of coals onto ground

Ensure all lights/fans are shut off prior to leaving park area

No weapons of any kind allowed in park

No loud music at any time in the park area

All individuals using the park area accept responsibility for themselves and their guests. Use of the park is at the individuals own risk

The following will apply should anything happen while in the park:

- all incidents or accidents must be reported to President within 48 hrs, in writing, using the following format:

1. WHO? _____
2. WHEN? _____
3. WHERE? _____
4. WHAT? _____
5. WHY? _____

ACTIONS TAKEN TO CORRECT INCIDENT OR ACCIDENT:

Speed limit within the subdivision is 25 mph

No trespassing on other homeowners lot/lots

No swimming, boating, or fishing in pond with the exception of homeowners or guests whose property is on the pond perimeter

Park well will be locked. If use is required, contact the Association board and arrangements will be made for usage of the key

Attachment 2

BK:01705 PG:0261

BK:01666 PG:0205

FILED
SAMPSON COUNTY
PAULETTE W. KING
REGISTER OF DEEDS

FILED Apr 16, 2007
AT 10:02:47 am
BOOK 01666
START PAGE 0205
END PAGE 0207
INSTRUMENT # 02820

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

NO TITLE SEARCH

Parcel Identifier No. ~~02-01585860~~ Verified by Sampson County on the _____ day of _____, 2007

By: _____

Mail / Box to: **MCGEACHY, HUDSON, & ZURAVEL 138 DICK ST. FAYETTEVILLE, NORTH CAROLINA 28301**

This instrument was prepared by: Donald C. Hudson

Brief description for the index: "PARK" Area 1.61 acres +/-

THIS DEED made this 12th day of April, 2007, by and between

GRANTOR	GRANTEE
WILLIAMSON REAL ESTATE DEVELOPMENT COMPANY, LLC	FOX HILLS SUBDIVISION, a North Carolina Non-Profit Corporation

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.

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS.
MB TAX ADMINISTRATOR

WITNESSETH, that the Grantor, for 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 Town of Autryville, Dismal Township, Sampson County, North Carolina and more particularly described as follows:

BEING all that 1.61 acre lot just West of Lot 31 Section V of the Fox Hills Subdivision and noted as "PARK" and recorded in Plat Book 38, Page 46 of the Sampson County Registry.

A map showing the above-described property is recorded in Plat Book 38 page 46.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenance 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, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Williamson Real Estate Development Company LLC
WILLIAMSON REAL ESTATE DEVELOPMENT
COMPANY, LLC

By: Alicia Williamson
Title: manager

SEAL-STAMP ENTITY: Corporation, Limited Liability Company, General Partnership, or Limited Partnership
STATE OF North Carolina COUNTY OF Cumberland
I, a Notary Public of the County and State aforesaid, certify that Alicia Williamson
personally came before me this day, and acknowledged that she/he is owner of
Williamson Real Estate Development Company LLC, a North Carolina or
Corporation (LLC) General Partnership / Limited Partnership / Non-Profit Corporation (strike through the
inapplicable) and that by authority duly given and as an act of the Entity, has signed the foregoing instrument
in its name and on behalf as its act and deed.

Witness my hand and official stamp or seal, this 12th day of April, 2007.

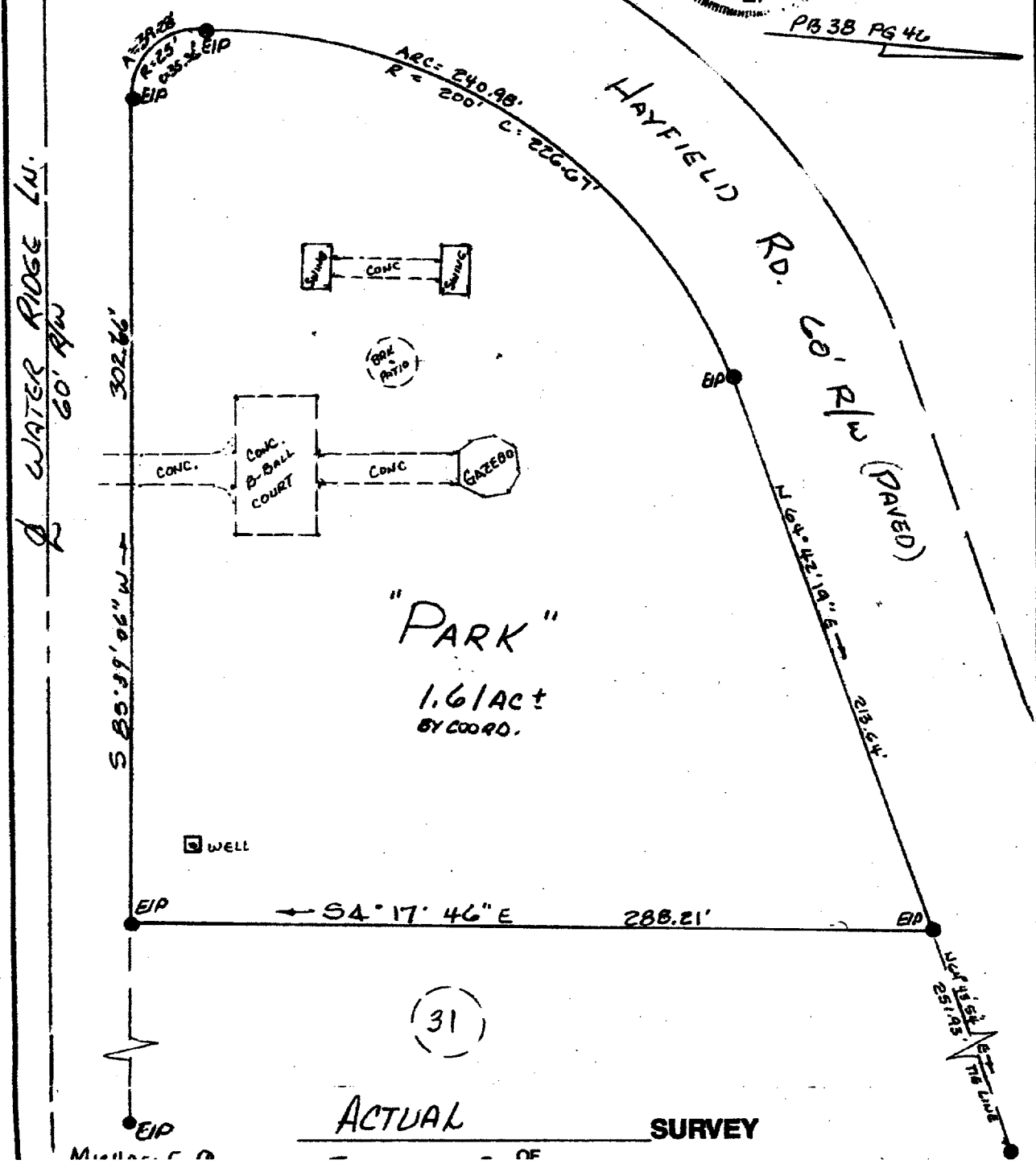
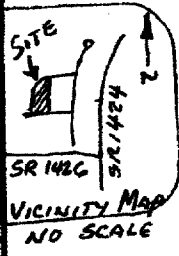
My Commission Expires: 4/15/2008

Maureen R. Johnson
Notary Public
Maureen R Johnson
Printed Name of Notary



THIS IS TO CERTIFY THAT ON THE 24TH DAY OF MARCH 192007, I, SURVEYED THE PROPERTY SHOWN ON THIS PLAT. AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY ARE SHOWN HEREON.

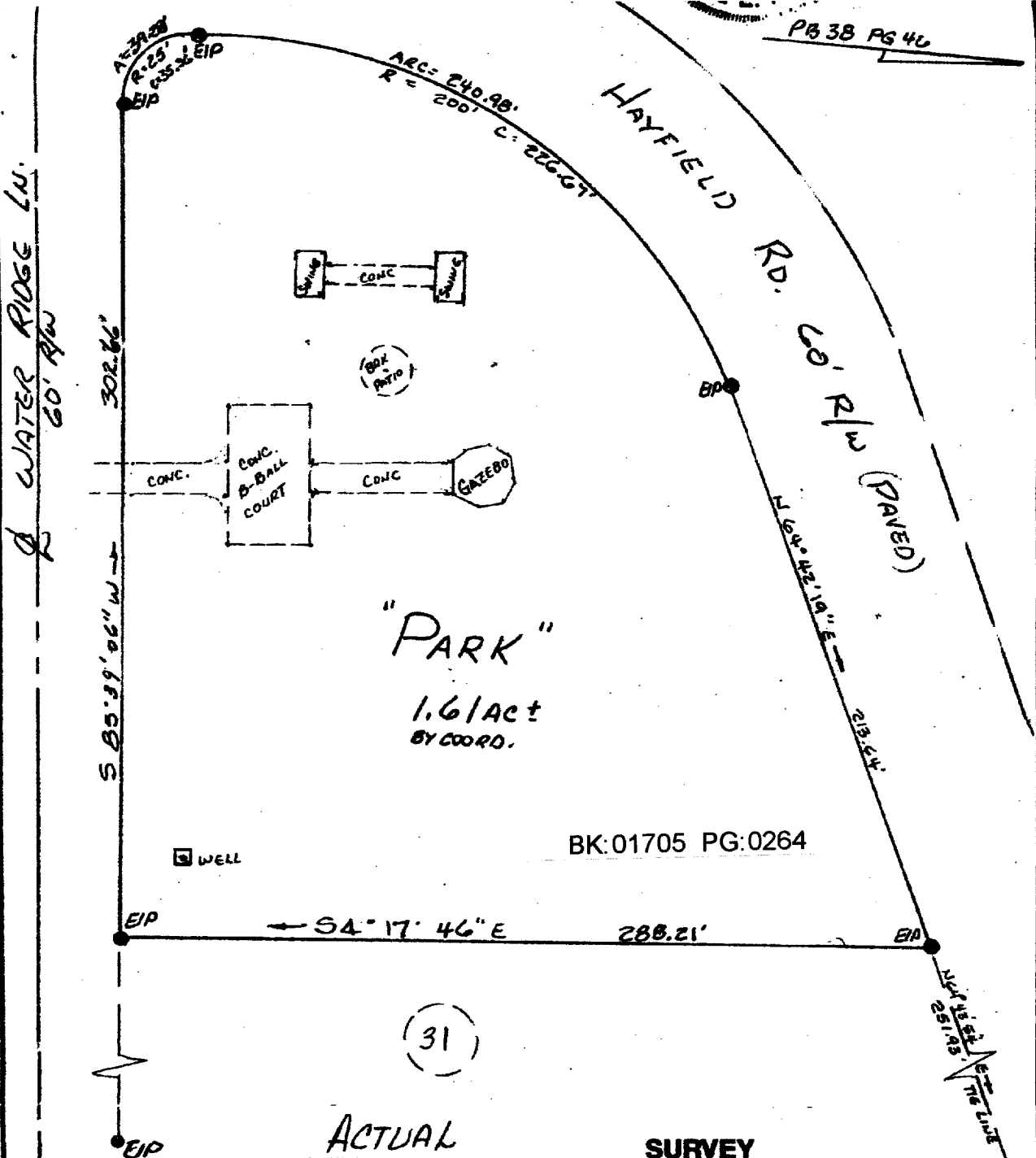
SIGNED Michael E. Plummer
PROFESSIONAL LAND SURVEYOR



PB 38 PG 46

(31)

ACTUAL SURVEY



ACTUAL SURVEY

MICHAEL E. RUMMER
 PROF. LAND SURVEYOR
 7045 BUCKTAIL RD.
 FAY, N.C. 28311

OF
 FOXHILLS SUBDIVISION
 "PARK" AREA 1.61 AC±
 PLAT BK 38
 PAGE 46

SCALE 1"=50'

DISMAL TWP SAMPSON CO. N.C.

MAP RECORDED IN BOOK 38 AT PAGE 46 DEED RECORDED IN BOOK PAGE

NO HORIZ. CONTROL WITHIN 2000' FOUND EOPC = 1/10,000±

Attachment # 3

**STATE OF
NORTH
CAROLINA**



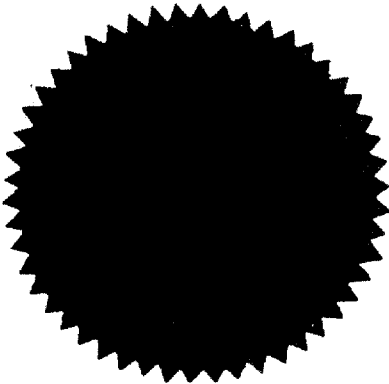
**Department of The
Secretary of State**

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
FOX HILLS SUBDIVISION**

the original of which was filed in this office on the 29th day of August, 2000.



**IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 29th day of August, 2000.**

Elaine F. Marshall

Secretary of State

BK:01705 PG:0266

BK:01666 PG:0201

FILED Apr 16, 2007
AT 10:00:44 am
BOOK 01666
START PAGE 0201
END PAGE 0204
INSTRUMENT # 02819

202419107

ARTICLES OF INCORPORATION
OF

SOSID: 562275
Date Filed: 8/29/2000 1:21 PM
Elaine F. Marshall
North Carolina Secretary of State

FOX HILLS SUBDIVISION

I, the undersigned, a resident of the State of North Carolina and of legal age, and in compliance with the requirements of Chapter 55A of the North Carolina General Statutes, have this day voluntarily associated myself for the purpose of forming a nonprofit corporation and do certify hereby:

I

The name of the corporation is FOX HILLS SUBDIVISION.

II

The period of duration of the corporation shall be perpetual.

III

The principal office and registered office for the Association is 1426 Faircloth Bridge Rd, Autryville, Sampson County, North Carolina, 28318. The initial registered agent is Alicia Williamson.

IV

The Association is not organized for, nor does it contemplate, profit or pecuniary gain to its members. Is organized for the purposes of providing for improvements and maintenance of the streets and easements owned or controlled by the Association and being the common areas and being described as follows:

The Common Areas, streets, parking areas, easements shown on the plat of Fox Hills Subdivision, Section I Recorded in Book 31 page 12, of the Sampson County Registry and for further sections of FOX HILLS SUBDIVISION, if any.

And for the further purpose of providing for the maintenance, preservation and architectural control of the lots within the subdivision known as FOX HILLS SUBDIVISION and any further sections, if any, and to promote and engage in such activities as shall promote the health safety and welfare of the residents of the subdivision known as FOX HILLS SUBDIVISION as all further sections, if any, and in furtherance of 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 Restrictive Covenants, said Declaration being in corporate herein by reference, and said Declaration to be recorded in the Office of the Register of Deeds for Sampson County, North Carolina, and any amendments that may be made thereto;

(b) to engage in any lawful activity or enterprise and to do and perform any act or thing which may be necessary to prosecute the successful attainment of goals and purposed of the Association, including, but not limited to, the acquisition or property, whether real or personal, the sale, lease, transfer, maintenance, improvement or dedication of property, whether real or personal;

(c) acquire (by gift, purchase 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) to borrow money, pledge or encumber any real estate owned by the Association or transfer such property to any public agency upon affirmative vote of at least two-thirds (2/3) of the voting members of the Association, or as may be set forth or amended by the By-Laws of the Association from time to time;

(e) to fix, levy, collect and enforce payment by any lawful means of any taxes, assessments, fees or other charges from each member of the Association pursuant of the terms of the Declaration of Restrictive Covenants:

(f) to exercise any and all other lawful powers conferred by the General Statutes of North Carolina.

V

There will be no issuance of stock Certificates and membership in the Association shall be by those owners of fee simple title to lots included in the Subdivision of FOX HILLS SUBDIVISION and any further sections, if any. Membership will be automatically required and acquired upon the purchase of a lot in the aforementioned subdivision. The foregoing is not intended to include persons or

entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

IV

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant of the Restrictive Covenants, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such person shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member (s) shall be the Declarant of the Restrictive Covenants and shall be entitled to three (3) votes for each Lot owned. The class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever occurs earlier; When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

VII

No part of the income from the corporation or any part of its assets on liquidation or otherwise, shall inure to the benefit of any member. In the event of dissolution by the affirmative vote of not less than two-thirds (2/3) of its members, the assets of the Association shall be turned over to a federal, State or local public agency or to any none-profit association with purposes similar to those of the association.

VIII

The management of the affairs and activities of the Association shall be vested in a Board of Directors. The number of directors shall be three (3) unless otherwise amended by the Bylaws of the Association, and the name and addresses of the persons who are to serve in the capacity of Directors until their successors are elected, are as follows:

ALICIA WILLIAMSON

At the first annual meeting the member shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director of a term of three (3) years; and at each annual meeting thereafter, the member shall elect one (1) director of a term of three (3) years.

IX

The name and address of the incorporator is as follows:

ALICIA WILLIAMSON

608 Person St. Suite 183, Fayetteville, N.C., 28301

IN WITNESS WHEREOF, the undersigned incorporator has executed the Articles of Incorporation this the 28 day August, 2000

By: Alicia Williamson
ALICIA WILLIAMSON INCORPORATOR