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STATE OF  
NORTH CAROLINA (SEAL)

Department of the  
Secretary

**To all to whom these presents shall come, Greeting:**

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached ( 12 sheets) to be a true copy of

ARTICLES OF INCORPORATION

OF

PLANTATION HARBOR PROPERTY OWNERS ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 11<sup>th</sup> day of October, 1988, after having been found to conform to law.

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal.

**Done in Office**, at Raleigh, this 11<sup>th</sup> day of October in the year of our Lord 1988.

(SEAL)

/S/

\_\_\_\_\_  
Secretary of State

ARTICLES OF INCORPORATION

OF

PLANTATION HARBOR PROPERTY  
OWNERS ASSOCIATION, INC.

A Non-Profit Corporation

I, the undersigned natural person being of the age of eighteen (18) years or older, hereby do form 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 do hereby set forth:

1. Name: The name of the Corporation is Plantation Harbor Property Owners Association, Inc.

2. Duration: The period of duration of the Corporation shall be perpetual

3. Definitions: As used in these Articles of Incorporation ("Articles"):

(A) "Community Use Areas" means all real property (including the improvements thereto) and interests in real property owned by the Corporation for the common use and enjoyment of Lot Owners.

(B) "Declaration" means that instrument recorded or to be recorded in the office of the Craven County Register of Deeds entitled "Declaration of Covenants, Conditions and Restrictions and Easements of Plantation Harbor" and amendments thereto.

(C) "Lot" means a separately numbered tract of land lying within the Subdivision which is not designated a Community Use Area in the Declaration.

(D) "Dwelling" means a structure located on a Lot built in accordance with the requirements of the Declaration.

(E) "Eligible Mortgage Holder" means any holder, guarantor, or insurer of a first mortgage on a Lot who has requested that the Corporation notify them of any proposed amendment to the Declaration, the Articles or the Bylaws of the Corporation.

(F) "Material Amendment" means any amendment which deals with matters defined as material in the Declaration.

(G) "Subdivision" means the Lots and Community Use Areas as defined in the Declaration and such additions or annexations of property which may hereafter be brought within the jurisdiction of the Corporation.

4. Purposes: The principal purposes for which the Corporation is organized are:

(A) To own, manage, administer, preserve and maintain the Community Use Areas of the subdivision, specifically including, but not limited to, the wastewater collection, treatment and disposal system, the clubhouse, the boat ramp, the streets and the swimming pool and to provide architectural control and regulation of the Lots.

(B) To own, manage, administer and maintain any real estate which may hereafter be acquired by purchase, gift, annexation, dedication, or otherwise.

(C) To own, manage, administer, maintain, and operate any improvements now or hereafter located on any portion of the Community Use Areas.

(D) To purchase, own, maintain, manage, repair and replace any and all equipment, facilities, and buildings used in connection with the operation of any facilities located on Community Use Areas.

(E) To undertake the performance of the acts and duties incident to the administration, management, and operation of the subdivision and the above-described facilities in accordance with the terms, provisions, and restrictions contained in these Articles, the Bylaws of this

Corporation hereafter lawfully adopted (Bylaws), and the Declaration, and all lawful amendments to any of these documents.

(F) To promulgate such rules, regulations, restrictions, covenants, and conditions and to perform such acts as are deemed necessary to achieve the aforesaid objectives.

(G) To enforce all restrictions contained in the Declaration.

(H) To sell, trade, buy, lease, and otherwise deal with such property, whether real or personal, as may be necessary or convenient to carry out the provisions' of these Articles, the Bylaws, or the Declaration.

(I) To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the aforesaid purposes.

(J) To engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the General Statutes of North Carolina and which is permitted to be done or carried on by a corporation exempt from state income and franchise taxes under Section 105-130.11 and 105-125 of the General Statutes of North Carolina, and the several amendments thereto and a corporation electing to be treated as a tax exempt homeowner's association under Section 528 of the 1986 Internal Revenue Code, as amended, in the event and during the tax years of such election.

5. Powers: In connection with carrying out the purposes set out in the preceding paragraph, the Corporation has the powers granted non-profit corporations under the laws of the State of North Carolina. By way of addition to, and not by way of limitation of, the above powers, the Corporation shall have the following specific powers:

(A) To make, establish, and provide for the enforcement of reasonable rules and regulations governing the use of any Community Use Area.

(B) To fix, levy and collect assessments against members of the Corporation to defray the expenses of the Corporation.

(C) To enter into any and all contracts necessary or desirable to accomplish the purposes of the Corporation.

(D) To contract for the management of the Corporation's business and to delegate to such manager or professional management service all of the powers and duties of the Corporation except those which may be required by these Articles or the Bylaws to be exercised by the Board of Directors or the members of the Corporation.

(E) To exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Corporation.

(F) To do any and all lawful acts.

(G) To borrow money, and with assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(H) To dedicate, sell, or transfer all or any part of the Community Use Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon; provided, however, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer has been recorded.

(I) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Community Use Areas into the Corporation and Subdivision.

6. Members: Members shall be of two classes. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Subdivision, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

The membership of a member or a member's interest in the funds and assets of the Corporation may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot upon which that particular membership is based.

7. Voting: The Corporation shall have two classes of membership:

CLASS A - Class A members shall be all owners, with the exception of any owners who qualify as Class B members, and they shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall hold the membership with regard to such Lot in undivided interests. The vote of such multiple owners of a Lot shall be exercised as they, among themselves, shall determine, but in no event shall any fractional vote be counted or more than one (1) vote be cast with respect to any one (1) Lot.

Upon the termination of Class B membership, Class B members shall become Class A members.

CLASS B Class B member(s) shall be the Declarant (as defined in the Declaration) 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:

(A) On January 1, 1994; or,

(B) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; provided, however, that in the event additional land is annexed into the Subdivision pursuant to the development of such additional property by

the Declarant as provided in the Declaration and before the date in subparagraph (A) above, Class B Membership shall be reinstated for all lots owned by Declarant until January 1, 1994 or until the total votes in the Class A Membership equal or exceed the total votes in the reinstated Class B Membership. In calculating the number of votes in Class B Membership, all Lots owned by Declarant (specifically including Lots already in the subdivision and those lots newly annexed into the subdivision) shall be included and entitled to reinstated Class B Membership. There is no limit on the number of times Class B Membership may be reinstated.

The Corporation shall have the right to suspend the voting rights of a member for any period during which any assessment owed by that member to the Corporation is due and unpaid.

8. Dissolution: The Corporation may be dissolved at any time with the assent given in writing and signed by not less than eighty-five percent (85%) of each class of members and sixty-seven percent (67%) of the Eligible Mortgage Holders. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Provided, however, the Corporation may not enter into a voluntary dissolution without first having transferred the wastewater collection, treatment and disposal system and facilities to some person, corporation, or other entity acceptable to and approved by the North Carolina Environmental Management Commission by the issuance of a permit. A copy of the Agreement with the North Carolina Environmental Management Commission dealing with the wastewater system is attached as Attachment A.



9. Nonprofit: The Corporation shall be conducted as a nonprofit corporation for the benefit of its members.

10. Registered Office and Agent: The Registered office of the Corporation is located in Craven County at Route 1, Box 129AA, Havelock, North Carolina 28532 and the name of the initial Registered Agent at such address is Jerry A. Jackson.

11. Directors:

(A) Any natural person may serve as a director.

(B) The number of directors of the Corporation may be fixed by the Bylaws, but shall not be less than three, and the method of their election shall be fixed by the Bylaws.

(C) The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the persons who are to serve as directors until the first meeting of members or until their successors are elected and qualified are:

Jerry A. Jackson  
Post office Box 1025  
Havelock, North Carolina 28532

James M. Mead  
8621 Ocean View Drive  
Emerald Isle, North Carolina 28557

Edward B. Ellis  
107 East Saddle Lane  
Havelock, North Carolina 28532

12. Incorporator: The name and address of the incorporator are: Jerry A. Jackson, Craven County, Route 1, Box 129AA, Havelock, North Carolina 28532.

13. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of

Community Use Areas, dedication of Community Use Areas, dissolution of the Corporation and amendment of these Articles.

14. Amendments: Amendment of these Articles shall require the written or oral assent of seventy-five percent (75%) of the members. Material amendments of these Articles shall also require the written or oral assent of at least fifty-one percent (51%) of the Eligible Mortgage Holders.

.IN TESTIMONY WHEREOF, I have hereunto set my hand this the 10<sup>th</sup> day of October, 1988.

\_\_\_\_\_  
/S/  
Jerry A. Jackson

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

(Notary Seal)

This is to certify that on the 10<sup>th</sup> day of October, 1988, before me, a Notary Public, personally appeared JERRY A. JACKSON, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this 10<sup>th</sup> day of October, 1988.

\_\_\_\_\_  
/S/  
Notary Public

My Commission expires:

(Notary Seal)

87-1191  
3NLR  
10-07-88

## PLANTATION HARBOR SEWERAGE DISPOSAL FIELD DESCRIPTION

The following is a description of a tract of land intended to be the sewerage disposal area of Plantation Harbor, A Planned Unit Development, Phase One located east of Clubfoot Creek, Township Number Five, Craven County, North Carolina recorded in Plat Cabinet "E" Slides 209-216.

The point of beginning can be located by proceeding from a nail set at the center of the intersection of N.C.S.R. 1700 and Antebellum Drive as depicted on a Map entitled "Plantation Harbor A Planned Unit Development, Phase One, Sheet 3 of 8", dated July 11, 1988, and recorded in Map Cabinet "E", Slide 211 of the Craven County Map Book. North 9 degrees 49 minutes 15 seconds West a distance of 665.102 feet to a point in the center of the road, thence South 80 degrees 10 minutes 45 seconds West a distance of 30.000 feet, to a point on the western right of way line of N.C.S.R. 1700, which is the point of beginning.

From the point of beginning the line follows the western right of way line the following courses and distances; North 9 degrees 49 minutes 15 seconds West a distance of 141.486 feet, thence North 8 degrees 39 minutes 16 seconds West a distance of 180.605 feet, thence North 6 degrees 12 minutes 14 seconds West a distance of 201.500 feet, thence North 2 degrees 9 minutes 15 seconds West a distance of 57.252 feet to a point in the western right of way line of N.C.S.R. 1700, thence from the right of way line North 83 degrees 7 minutes 14 seconds West a distance of 215.898 feet, thence North 6 degrees 52 minutes 46 seconds East a distance of 100.000 feet, to a point in the northern Jackson line, thence with the northern Jackson line North 83 degrees 7 minutes 14 seconds West a distance of 2679.083 feet, thence North 84 degrees 16 minutes 50 seconds West a distance of 1269.512 feet to a point where the Plantation Harbor east line intersects the north Jackson line, thence with the Plantation Harbor east line South 41 degrees 46 minutes 50 seconds East a distance of 885.000 feet, thence South 34 degrees 43 minutes 10 seconds West a distance of 602.557 feet, thence South 55 degrees 23 minutes 46 seconds East distance of 2093.028 feet, thence North 66 degrees 59 minutes 34 seconds East a distance of 867.127 feet, thence North 74 degrees 46 minutes 35 seconds East a distance of 332.180 feet, thence North 80 degrees 24 minutes 23 seconds East a distance of 353.498 feet, thence North 47 degrees 4 minutes 23 seconds East a distance of 1043.575 feet to the point of beginning containing 138.725 Acres.

Prepared By:

/S/

Richard C. Marshall, Jr.

Registered Land Surveyor, L-2866

Thomas Engineering Consultants, P.A.

1916 South Glenburnie Road #5

College Park Center

New Bern, N. C. 28560

(919)637-2727

(Seal)

## UTILITY EASEMENT

The following is a description the centerline of a fifty foot wide utility easement established for the purpose of the installing utilities for Plantation Harbor, A Planned Unit Development, Phase One located east of Clubfoot Creek, Township Number Five, Craven County, North Carolina recorded in Plat Cabinet "E" Slides 209-216 to the Sewerage Lagoon and Spray Irrigation Field of the abovementioned subdivision.

The point of beginning can be located by proceeding from a nail set at the center of the intersection of Sumter Drive and Antebellum Drive as depicted on a Map entitled "Plantation Harbor A Planned Unit Development, Phase One, Sheet 6 of 8", dated July 11, 1988, and recorded in Map Cabinet "E", Slide 214 of the Craven County Map Book, along the center of Antebellum Drive and along the chords of the curves of said Antebellum Drive the following courses and distances; South 49 degrees 42 minutes 44 seconds East a distance of 72.00 feet, thence South 66 degrees 01 minutes 57 Seconds East a distance of 203.010 feet, thence South 80 degrees 44 minutes 32 seconds East a distance of 86.919 feet, thence South 68 degrees 04 minutes 10 Seconds East a distance of 156.102 feet, thence South 55 degrees 23 minutes 47 seconds East a distance of 860.000 feet, Thence North 84 degrees 38 minutes 04 seconds East a distance of 462.510 feet, thence North 44 degrees 39 minutes 55 seconds East a distance of 582.068 feet, thence North 55 degrees 50 minutes 54 seconds East a distance of 450.473 feet to a point in the center of Antebellum Drive which is the Point of beginning of the easement.

From the point of beginning the easement centerline goes North 46 degrees 53 minutes 07 seconds West a distance of 169.885 feet, thence North 38 degrees 46 minutes 03 seconds West a distance of 0.788 feet, thence North 37 degrees 31 minutes 26 seconds West a distance of 131.210 feet, thence North 18 degrees 53 minutes 26 seconds West a distance of 121.508 feet to a point where it intersects the southern boundary of the Sewerage Treatment Lagoon and Spray Irrigation Field property.

Prepared By:

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