

**STATE OF SOUTH
SECRETARY OF
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION**

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information

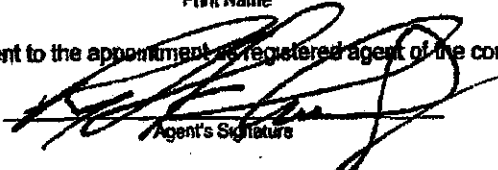
1 The name of the nonprofit corporation is The Common at Grand Oaks Homeowners Association, Inc.

2 The initial registered office of the nonprofit corporation is 4975 LaCross Road, Suite 150
Street Address

<u>North Charleston</u>	<u>Charleston</u>	<u>South Carolina</u>	<u>29406</u>
City	County	State	Zip Code

The name of the registered agent of the nonprofit corporation at that office is
Ronald Schultz
Print Name

I hereby consent to the appointment as registered agent of the corporation



Agent's Signature

- 3 Check "a", "b", or "c" whichever is applicable Check only one box
- a The nonprofit corporation is a public benefit corporation
 - b The nonprofit corporation is a religious corporation
 - c The nonprofit corporation is a mutual benefit corporation

- 4 Check "a" or "b", whichever is applicable
- a This corporation will have members
 - b This corporation will not have members

5 The address of the principal office of the nonprofit corporation is
4975 LaCross Road, Suite 150, North Charleston, Charleston Co, SC 29406
Street Address City County State Zip Code

6 If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation

- a Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation 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

- b Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7 If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation

- a Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving
- b Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

See attached

8 The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1978 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

See attached

9 The name and address of each incorporator is as follows (only one is required)

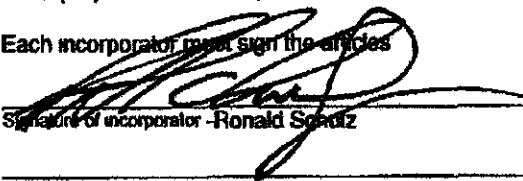
Ronald Schulz, 4975 LaCross Road, Suite 150, North Charleston, South Carolina 29406

Name	Address	Zip Code

10 Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director

11 Each incorporator must sign the articles


 Signature of incorporator - Ronald Schulz

 Signature of incorporator

 Signature of incorporator

The Commons at Grand Oaks Homeowners Association, Inc

Name of Corporation

- 1 Notwithstanding any other provisions of these articles, the purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law
- 2 Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law
- 3 Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated for such purposes

**ATTACHMENT TO ARTICLES OF INCORPORATION FOR
THE COMMONS AT GRAND OAKS HOMEOWNERS ASSOCIATION,
INC.**

7(b) an appropriate public agency to be used for purposes similar to those for which this mutual benefit corporation was created. In the event that such dedication is refused, 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.

8(a) The Commons at Grand Oaks Homeowners Association, Inc. ("Association") does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and Common Areas within that certain tract of property described in Article I of the Declaration of Covenants, Conditions and Restrictions for The Commons at Grand Oaks and which is incorporated herein by reference, and to promote the health, safety, and welfare of the Owners 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

(i) 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 recorded in or to be recorded in the County of Charleston Public Registry, applicable to the above described property, as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length,

(ii) fix, levy, collect, and enforce payment by any lawful means all charges or assessments 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,

(iii) 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;

(iv) borrow money, and with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association, as provided in Article III of the Declaration;

(v) dedicate, sell, mortgage or transfer all or any part of the Common Area to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale, mortgage or transfer shall be effective unless an instrument has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, agreeing to such dedication, sale, or transfer.

(vi) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the consent of the members as provided in paragraph (d) above, and

(vii) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of South Carolina §33-31-101 et seq Code of Laws of South Carolina (1976), as amended, may now or hereafter have or exercise

8(b) Every person or entity who 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, including contract sellers, shall be a 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Declaration

8(c) The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons 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 (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) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) Five years from the later of the date of recording the Declaration or any supplement adding additional land

8(d) The affairs of this Association shall be managed by an initial Board of six (6) Directors who need not be members of the Association. Declarant shall appoint the Directors until the Class B membership ceases. The number of Directors may be changed by amendment of the By-laws of the Association.

8(e) The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B Lot.

8(f) The period of existence of this Corporation is perpetual.

8(g) Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

8(h) 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: mergers and consolidations, mortgaging of Common Areas, public dedication of Common Areas, and dissolution and amendment of the Articles.