

Prepared by & return to: Pamela D. Duncan, Smith Helms Mullins & Moore
P.O. Box 21927, Raleigh, NC 27620

P/A
Madison



State of North Carolina

Department
of the
Secretary of State

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 (7 sheets) to be a true copy of

ARTICLES OF INCORPORATION

OF

SEDGEFIELD SECTION 9 ASSOCIATION

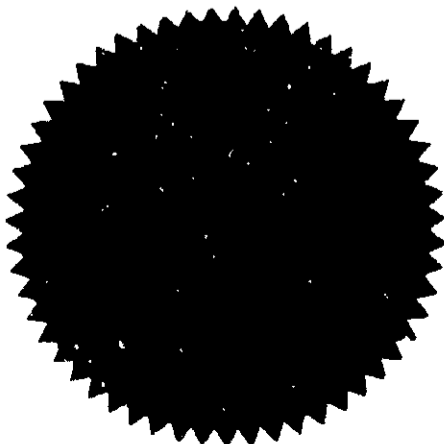
and the probates thereon, the original of which was filed in this office on the 14th day of December 19 87 , after having been found to conform to law.

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

1 CORPORATIONS 293721 12/17/87 5.00

Done in Office, at Raleigh, this 7th day of December in the year of our Lord 19 87.

7 CORPORATIONS ADDN PAGE(S) 14.00



DC
293721

RECORDED
KAY F. PATSERVICIUS
REGISTER OF DEEDS
GUILDFORD COUNTY, N.C.
DEC 17 1 53 PM '87

Thad Eure
Secretary of State

ARTICLES OF INCORPORATION
OF
SEDFIELD SECTION 9 ASSOCIATION

In compliance with the requirements of Chapter 55-A 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

The name of the corporation is Sedgfield Section 9 Association, hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 3101 N. Elm Street, Greensboro, 27408, Guilford County, North Carolina.

ARTICLE III

J. Gary Hill, whose address is 3101 N. Elm Street, Greensboro 27408, Guilford County, North Carolina, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE 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, preservation and architectural control of the Lots and Common Area within that certain tract of property described as follows:

Lying and being in Guilford 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, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Register of Deeds of Guilford County, North Carolina, 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 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;

(c) if in the sole discretion of the Board of Directors of the Association such charges are necessary or desirable, fix, levy, collect and enforce payment of annual charges against King's Pond at Sedgefield Association and King's Mill at Sedgefield Association, for the maintenance, repair and dredging of spillways and surface water retention facilities (including dams and lakes) located on the Properties which conduct the flow of surface water and silt and collect same from King's Pond at Sedgefield and King's Mill at Sedgefield. The charges assessed against each such Association shall be based on the number of lots in King's Pond at Sedgefield and King's Mill at Sedgefield, respectively, and the amount assessable as to each such lot in any year shall not exceed twenty-five percent (25%) of the amount of the annual assessment applicable in that year to Lots in Sedgefield Section 9. In the event King's Pond at Sedgefield Association and/or King's Mill at Sedgefield Association shall fail to pay the annual charges as stated herein, which failure shall continue for a period of three (3) months, each owner of a lot in the development the association for which has failed to make such payment shall become personally obligated to pay to the Sedgefield Section 9 Association a portion of such unpaid charge in an amount determined by dividing the total charge levied against that owner's association by the total number of lots in the development governed by such association. If such sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a lien on the lot of such owner, his heirs, successors and assigns, as more particularly set out in the declarations of covenants applicable to King's Pond at Sedgefield and King's Mill at Sedgefield.

(d) 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;

(e) borrow money, and with the 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;

(f) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective unless an instrument has been signed by at least two-thirds (2/3) of each class of Members agreeing to such dedication, sale or transfer;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members;

(h) 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

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members 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 or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant 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) on December 31, 1992.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. The number of members of the first Board of Directors shall be three (3). The number of directors on subsequent Boards shall be as set forth in 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>
Tom C. Hall	3101 N. Elm Street Greensboro, NC 27408
Philip D. Thomas	3101 N. Elm Street Greensboro, NC 27408
J. Gary Hill	3101 N. Elm Street Greensboro, NC 27408

At the first annual meeting the Members shall select two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year; and at each annual meeting thereafter the Members shall elect directors for a term of two (2) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting Members. 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.

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ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Pamela D. Duncan	500 NCNB Building 101 West Friendly Avenue Greensboro, N.C. 27401

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 20 day of November, 1987.

 (SEAL)
Pamela D. Duncan

BK 3633 PG 1338

NORTH CAROLINA

GUILFORD COUNTY

THIS IS TO CERTIFY, that on the 20 day of November, 1987, before me, a Notary Public, personally appeared Pamela D. Duncan, who I am satisfied is the Person named in and who executed the foregoing Articles of Incorporation, and I having first made known to her the contents thereof, she did acknowledge that she signed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this the 20 day of November, 1987.

Marie J. Mann
Notary Public

My Commission Expires:

MARIE J. MANN
NOTARY PUBLIC
DAVIDSON COUNTY, NC
Comm. Expires Sept. 4, 1990

BK 3633 PG 1339

SCHEDULE "A"

Beginning at a point on the north margin of Wayne Road (S.R. 1479) being the southwest corner of lot number 1 of Sedgefield Section 6, map 1, as recorded in plat book 74, page 76, Guilford County, N.C. Registry; thence with the north margin of Wayne Road the following courses; north 82 -46'-29" west 177.77 feet to a point; thence along a curve to the right having a radius of 601.66 feet and a chord bearing and distance of north 70 -19'-04" west 259.57 feet to a point; thence along a curve to the right having a radius of 537.09 feet and a chord bearing and distance of north 49 -19'-33" west 159.42 feet to a point; thence north 40 -47'-27" west 285.66 feet to a point; thence along a curve to the right having a radius of 1950.68 feet and a chord bearing and distance of north 35 -09'-25" west 383.00 feet to a point; thence north 29 -31'-25" west 70.60 feet to a point; thence along a curve to the left having a radius of 382.18 feet and a chord bearing and distance of north 30 -36'-42" west 14.52 feet to a point; thence continuing along said curve, a chord bearing and distance of north 47 -38'-47" west 210.00 feet to a point; thence leaving said road north 29 -05'-45" east 162.03 feet to a point; thence north 00 -02'-45" west 240.00 feet to a point; thence north 85 -42'-56" west 250.00 feet to a point on the east margin of Alamance Road (S.R. 1372) thence with the east margin of said road along a curve to the right having a radius of 1336.50 feet and a chord bearing and distance of north 07 -04'-58" east 130.50 feet to a point; thence continuing along said road north 09 -52'-52" east 482.15 feet to a point; thence along a curve to the left having a radius of 2346.11 feet and a chord bearing and distance of north 08 -27'-21" east 116.71 feet to a point; being the southwest corner of lot number 1 of Sedgefield Section Four; thence with the line of Sedgefield Section Four the following courses, north 67 -14'-12" east 339.86 feet to a point; thence north 26 -19'-54" west 229.50 feet to a point; thence north 63-48'-34" east 195.00 feet to a point; thence north 52 -53'-23" east 545.74 feet to a point; thence along a new division line the following courses; south 32 -41'-14" east 298.26 feet to a point; thence south 35 -47'-37" west 520.00 feet to a point; thence south 11 -29'-32" west 300.00 feet to a point; thence south 07-27'-15" east 686.56 feet to a point; thence north 83 -42'-19" east 232.51 feet to a point; thence north 65 -48'-41" east 324.52 feet to a point; thence south 84 -16'-40" east 241.28 feet to a point on the west line of lot number 91 of Sedgefield Section 6, Map 2; thence with the line of said subdivision south 11 -45'-25" west 1346.32 feet to the point of beginning and containing 48.242 acres more or less.