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**OCT 05 1993**

ARTICLES OF INCORPORATION  
OF  
WELLINGTON HOMEOWNERS ASSOCIATION  
OF GUILFORD COUNTY, INC.

EFFECTIVE  
RUFUS L EDMISTEN  
SECRETARY OF STATE  
NORTH CAROLINA

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 Wellington Homeowners Association of Guilford County, Inc., hereinafter called the "Association."

ARTICLE II

The principal and registered office of the Association is located at 2706 North Church Street, Guilford County, Greensboro, North Carolina 27405.

ARTICLE III

J. Gary Hill, whose address is 2706 North Church Street, Guilford County, Greensboro, North Carolina, 27405, 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 Exhibit A attached hereto and incorporated herein by reference or so much thereof as may be brought with the jurisdiction of the Association and any additional property which may hereafter be brought within the jurisdiction of this Association (the "Properties");

and to promote the health, safety and welfare of the residents within the above described property, in accordance with the terms and conditions of that certain Declaration of Covenants,

Conditions and Restrictions for Wellington (hereinafter called the "Declaration"; unless otherwise defined, capitalized terms shall have the same meaning as set forth in the Declaration), now or hereafter made applicable to the Properties 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 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 the Declaration.

(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) 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) borrow money, and in accordance with the terms and conditions of 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 or transfer to any public agency, authority or utility non-exclusive easements on, over and upon all or any part of the Common Area for purposes of providing service to the Common Area or the Lots subject to such conditions as may be agreed to by the Association's Board of Directors; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded.

(f) with the consent of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members, dedicate to any public agency, authority or utility fee title to, or transfer to any third party, all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication 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 the Members entitled to cast at least two-thirds (2/3) of all outstanding votes.

(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

All persons or entities who or which are record owners of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association and Westminster Homes, Inc. (as well as its successors and assigns, if Westminster Homes, Inc. shall make an express conveyance of its developer rights under the Declaration to such successor or assign) shall be voting Members 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.

## 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 A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each lot owned by it shown on the Preliminary Site Plan for Wellington approved by the Guilford County Technical Review Committee, as that plan is from time to time amended and approved. 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 or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, the Plan for "Wellington" is amended to add additional lots sufficient to entitle the Class B membership to cast more votes (with the Class B membership casting three (3) votes for each lot owned) than the Class A membership is entitled to cast and the amended Plans are approved by the Guilford County Technical Review Committee or other appropriate local authority; or,

(b) eight (8) years from the date the Declaration is recorded in the Office of the Register of Deeds, Guilford County, North Carolina.

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>Names</u>	<u>Addresses</u>
J. Gary Hill	2706 North Church Street Greensboro, N.C. 27405
Don Betsworth	2706 North Church Street Greensboro, N.C. 27405
David B. Michaels	2706 North Church Street Greensboro, N.C. 27405

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 the Members entitled to cast not less than two-thirds (2/3) of all outstanding votes. 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 IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the affirmative vote of the members entitled to cast at least seventy-five percent (75%) of the votes of the Association.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows:  
**Donna K. Blumberg, Suite 1400 First Union Tower, 300 North Greene Street, Greensboro, North Carolina, 27401.**

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal, this 15<sup>th</sup> day of October, 1993.

Donna K. Blumberg (SEAL)  
Donna K. Blumberg

NORTH CAROLINA

GUILFORD COUNTY

THIS IS TO CERTIFY, that on the 1st day of October, 1993, before me, a Notary Public, personally appeared Donna K. Blumberg, 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 TESTIMONY WHEREOF I have hereunto set my hand and seal this the 1st day October, 1993.

Robyn H. McDaniel  
Notary Public

My Commission Expires

2-22-94

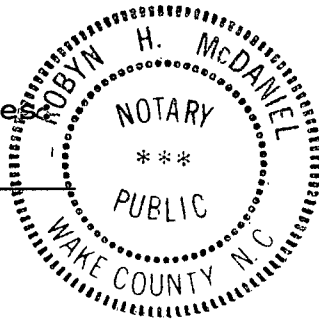


EXHIBIT A

Lying and being in Guilford County, Jamestown Township, North Carolina, and being more particularly described as follows:

Beginning at an existing iron pin at the northwest corner of the intersection of the Guilford College-Jamestown Road and Gardner Lane, thence with the northern margin of Gardner Lane, North 88 deg. 41 min. 49 sec. West 259.51 feet to a new iron pin; thence a curve to the left having a radius of 1,697.02 feet and a chord bearing and distance of South 87 deg. 33 min. 55 sec. West 221.25 feet to a new iron pin; thence continuing with the northern margin of Gardner Lane, South 83 deg. 49 min. 40 sec. West 101.25 feet to an existing iron pin; thence along the line of P. J. Gardner, North 00 deg. 15 min. 31 sec. West 312.49 feet to an existing iron pin; thence continuing along the line of Gardner South 89 deg. 45 min. 15 sec. West 647.71 feet to an existing iron pin; thence still with the line of Gardner, South 01 deg. 41 min. 01 sec. West 369.00 feet to an existing iron pin at the northeast corner of Lot 74, Block F, of Section 11 of Cedarwood Subdivision, as per plat in Plat Book 41 at Page 41, Guilford County Registry; thence along the northern line of said Cedarwood Subdivision, North 84 deg. 02 min. 22 sec. West 804.90 feet to a point; thence North 84 deg. 07 min. 28 sec. West 140.65 feet to a point; thence still with the northern line of Cedarwood Subdivision, North 86 deg. 44 min. 33 sec. West 1139.66 feet to an existing concrete monument; thence with the line of Cedarwood Section 3, North 16 deg. 12 min. 47 sec. East 303.00 feet to an existing concrete monument; thence still with Cedarwood Section 3 North 62 deg. 29 min. 44 sec. West 189.84 feet to an existing iron pin; thence North 41 deg. 11 min. 27 sec. West 171.72 feet to an existing concrete monument; thence North 82 deg. 27 min. 24 sec. West 293.51 feet to an existing concrete monument; thence North 50 deg. 19 min. 11 sec. West 58.80 feet to an existing iron pin; thence still with the line of Cedarwood, Section 3, North 10 deg. 51 min. 16 sec. West 298.96 feet to an existing iron pin; thence North 10 deg. 46 min. 28 sec. East 205.72 feet to an existing iron pin; thence North 72 deg. 56 min. 36 sec. East 549.31 feet to a new iron pin in the line of Jamesford Meadows Subdivision, Phase II, Map 3; thence along the line of Jamesford Meadow Subdivision, South 85 deg. 13 min. 28 sec. East 933.24 feet to an existing iron pin; thence South 17 deg. 42 min. 26 sec. East 449.09 feet to an iron pin; thence South 85 deg. 18 min. 58 sec. East 1495.40 feet to an existing iron pin; thence South 10 deg. 58 min. 52 sec. West 241.60 feet to an existing iron pin; thence South 78 deg. 15 min. 56 sec. East 524.46 feet to an existing iron pin; thence South 78 deg. 34 min. 15 sec. East 186.99 feet to an existing iron pin; thence South 79 deg. 35 min. 51 sec. East 200.09 feet to an existing iron pin in the western margin of Guilford College-Jamestown Road; thence along the western margin of said road, South 11 deg. 06 min. 55 sec. West 317.33 feet to the point and place of beginning.