



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

**WESTFIELD VILLAGE HOMEOWNERS ASSOCIATION OF SUMMERFIELD,
INC.**

the original of which was filed in this office on the 12th day of October, 2007.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 12th day of October, 2007

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION

OF

WESTFIELD VILLAGE HOMEOWNERS ASSOCIATION OF SUMMERFIELD, INC.

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
NAME

The name of the corporation is WESTFIELD VILLAGE HOMEOWNERS ASSOCIATION OF SUMMERFIELD, INC., hereinafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 1229 Westwood Avenue, High Point, Guilford County, North Carolina 27262.

ARTICLE III
REGISTER OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association is: 1229 Westwood Avenue, High Point, Guilford County, NC 27262, and the name of its initial registered agent of the Association at such address is: James H. Dowdy, Jr.

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 any Common Elements 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 (the "Property");

and to promote the health, safety and welfare of the residents within the Property in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Westfield Village (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 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 herein provided, said Declaration being incorporated herein as is set forth at length 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, sell or transfer all or any part of any Common Elements 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 executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded;
- (f) pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Members entitled to cast at least eighty percent (80%) of the votes of the Association, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; provided, however, during Declarant's Development Period, Declarant must also consent to such action and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances.
- (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 Act of the State of North Carolina by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

The qualification of the Members and the manner of their admission to Membership and termination of such Membership shall be as follows:

1. All Owners and Declarant shall be Members of the Association, and no other person or entity shall be entitled to Membership.
2. Membership shall be established by the acquisition of fee title to a Lot or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Lot, except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Lots, or who may own a fee ownership interest in two or more Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.
3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration and in the Bylaws which may be hereafter adopted.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. The Class A Members shall be 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, except for Declarant or any affiliated entity, during any Period of Declarant Control. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. Declarant shall be the Class B Member and Declarant shall be entitled to three (3) votes for each lot shown on the "Master Plan," as defined in the Declaration, as developed or to be developed as a part of Westfield Village which has not been conveyed by Declarant or any affiliated entity, to a Class A Member. 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:

(i) 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 (ii) below, the Master Plan is amended to add additional lots developed or to be developed as a part of Westfield Village sufficient to give the Class B membership a total number of votes (with the Class B membership entitled to three (3) votes for each lot shown on the Master Plan as developed or to be developed as a part of Westfield Village which has not been conveyed by Declarant or an affiliate of Declarant to a Class A Member) greater than those of the Class A membership; or,

(ii) ten (10) years from the date the Declaration is recorded in the Office of the Register of Deeds, Guilford County, North Carolina.

ARTICLE VII EXECUTIVE BOARD

The affairs of this Association shall be managed by an Executive Board who need not be members of the Association. During the period of Declarant Control, Declarant shall have the right to appoint all members of the Executive Board. Declarant shall from time-to-time notify the Association in writing of the names and addresses of the Members of the Executive Board appointed by the Declarant. The number of members of the first Board of Directors shall be two (2) and the persons serving shall be James H. Dowdy, Jr. and Kathryn B. Dowdy. The number of directors on subsequent Boards shall be as set forth in the Bylaws of the Association.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) 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.

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; provided, however, no amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is as follows:

Gary R. Wolf
305 Pisgah Church Road, Suite 2C
Greensboro, NC 27455

ARTICLE XII
APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Department of Veterans Affairs ("VA"), provided that FHA or VA insured loans have been obtained to purchase Lots: annexation of additional properties, mergers and consolidations, mortgaging of Common Elements, dissolution of the Association; and amendment of these Articles of Incorporation.

ARTICLE XIII
INDEMNIFICATION

Every person who is or shall be or shall have been a member of the Executive Board or officer of the Association and his or her personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed on him or her in connection with or resulting from any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a member of the Executive Board or officer of the Association or any subsidiary or affiliate thereof, except in relation to such matters as to which he or she shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or to have been liable by reason of willful misconduct in the performance of his or her duty as such member of the Executive Board or officer. For purposes of this provision, "costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement. Nothing contained in these Articles shall be deemed to eliminate or reduce the protection from personal liability granted to members of the Executive Board by the North Carolina Nonprofit Corporation Act and by these Articles.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 11th day of October, 2007


 (SEAL)
Gary R. Wolf

NORTH CAROLINA

GUILFORD COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Gary R. Wolf
name(s) of principal(s)

Date: 10/11/07


(official signature of Notary)

CYNTHIA S. MOORE, Notary Public
(Notary's printed or typed name)



My commission expires: 11-1-07

Exhibit A
to
Article of Incorporation of
Westfield Village Homeowners Association of Summerfield, Inc.

Tract I:

BEGINNING at an existing iron pipe in the northern margin of the 60 foot right-of-way of NC Hwy 150, also being the southeastern corner of the property now or formerly owned by James D. Raper and wife, Bonnie M. Raper (Book 4743, Page 1335); running thence from said beginning point along the line of Raper North 04° 29' 02" East 537.64 feet to an existing iron pipe; thence continuing with the line of Raper North 85° 27' 11" West 188.34 feet to an existing iron pipe in the line of the property now or formerly owned by Gregory L. Ogburn (Book 4064, Page 941); thence with the line of Ogburn North 04° 29' 14" East 616.95 feet to an existing iron pin, a common corner with the property now or formerly owned by William G. Powers (Book 5443, Page 1861) and the property now or formerly owned by James A. Lengyel (Plat Book 93, Page 27); thence with the line of Lengyel South 87° 50' 22" East 850.42 feet to an existing iron pipe in the western margin of the 60 foot right-of-way of Dubach Road; thence with the western margin of the right-of-way of Dubach Road the following courses and distances: (1) South 02° 07' 27" West 342.01 feet to a new iron rod; (2) South 01° 51' 57" West 498.35 feet to a new iron rod; (3) South 01° 41' 41" West 21.21 feet to an existing iron rod; and (4) South 01° 41' 41" West 30.11 feet to an existing iron pipe, the northeast corner of the property now or formerly owned by Thelma Cassell (Book 2283, Page 798); thence with the line of Cassell the following courses and distances: (1) North 87° 21' 56" West 29.99 feet to an existing iron rod; (2) North 87° 21' 56" West 166.27 feet to an existing iron pipe; and (3) South 01° 22' 51" West 162.15 feet to a new iron rod in the northern margin of the right-of-way of NC Hwy 150; thence with the northern margin of the right-of-way of NC Hwy 150 North 88° 19' 49" West 100.50 feet to an existing iron pipe, the southeast corner of the property of Andrew Slaughter and wife, Rebecca Slaughter (Book 5456, Page 1103); thence with the line of Slaughter the following courses and distances: (1) North 03° 05' 44" West 276.58 feet to an existing iron pipe; (2) North 89° 10' 27" West 124.70 feet to an existing iron pipe; and (3) South 02° 56' 15" East 287.17 feet to an existing iron pipe in the northern margin of the right-of-way of NC Hwy 150; thence with the northern margin of the right-of-way of NC Hwy 150 the following courses and distances: (1) South 79° 44' 48" West 110.57 feet to a new iron rod; (2) South 72° 21' 34" West 126.93 feet to a new iron rod; and (3) South 69° 01' 07" West 71.62 feet to an existing iron pipe, the point and place of Beginning, containing 18.082 acres more or less, in accordance with a survey prepared for J Bar D Construction Co., Inc. by Land Solutions, P.C., dated March 30, 2004, Project No. 03120006.

Tract II:

BEGINNING at an existing iron pipe in the northern margin of the 60 foot right-of-way of NC Hwy 150, a common corner with the property of the Harley A. West Family Trust and also being located North 88° 19' 49" West 100.50 feet from a new iron rod at the southwest corner of the property now or formerly owned by Thelma Cassell (Book 2283, Page 798); running thence from said Beginning point with the line of the property of the Harley A. West Family Trust the following courses and distances: (1) North 03° 05' 44" West 276.58 feet to an existing iron pipe; (2) North 89° 10' 27" West 124.70 feet to an existing iron pipe; and (3) South 02° 56' 15" East 287.17 feet to an existing iron pipe in the northern margin of the right-of-way of NC Hwy 150; thence with the northern margin of the right-of-way of NC Hwy 150 North 85° 57' 46" East 125.22 feet to an existing iron pipe, the point and place of Beginning, containing 0.808 acres more or less, in accordance with a survey prepared for J Bar D Construction Co., Inc. by Land Solutions, P.C., dated March 30, 2004, Project No. 03120006.