

**FILED**

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**THAD EURE**  
SECRETARY OF STATE  
NORTH CAROLINA

ARTICLES OF INCORPORATION  
OF  
WILLIAMSBURG MANOR, INC.

In compliance with the requirements of the State of North Carolina, the undersigned, all of whom are residents of North Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is WILLIAMSBURG MANOR, INC. hereafter called the "Association".

ARTICLE II  
and registered

The principal/office of the Association is located at 200 S. Greene Street, Greenville, Pitt County, North Carolina 27834

ARTICLE III

Merle L. Bowser, whose address is 200 S. Greene St., Greenville, North Carolina 27834, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

This Association does not contemplate 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 residence Lots and Common Area within that certain tract or property described as:

See Exhibit "A" attached hereto and made a part hereof for a more complete and accurate description.

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 for this purpose to:

- (a) exercise all of the powers and privileges 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

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to the property and recorded or to be recorded in the Office of the Register of Deeds of Pitt 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 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 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;

(e) 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 be the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) 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 assent of two-thirds (2/3) of each class of members;

(g) 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 is a record owner of a fee or undivided 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 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, with the exception of the Declarant, and shall be entitled to one (1) 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 case 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) on the 31st day of December, 1989.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws 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:

Merle L. Bowser  
104C Concord Drive  
Greenville, NC 27834

E. H. Taft, III  
200 S. Greene Street  
Greenville, NC 27834

Grace Tripp  
200 S. Greene Street  
Greenville, NC 27834

Janet Bowser  
104C Concord Drive  
Greenville, NC 27834

Patricia Marshall  
200 S. Greene Street  
Greenville, NC 27834

At the first annual meeting, the members shall elect two (2) directors for a term of one year, two (2) directors for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter, the members shall elect two (2) directors for a term of three years except that every third year only one (1) director shall be elected for a term of three (3) 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 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.

ARTICLE XI

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 Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this the 23<sup>rd</sup> day of September , 1982.

  
MERLE L. BOWSER

  
GRACE TRIPP

  
PATRICIA MARSHALL

  
E. H. TAFT, III

  
JANET BOWSER



NORTH CAROLINA

PITT COUNTY

I, Jean W. Barnhill, a Notary Public, do hereby certify that Merle L. Bowser, Grace Tripp, Patricia Marshall, E. H. Taft, III, and Janet Bowser personally appeared before me this day and acknowledged the due execution of the foregoing Articles of Incorporation.

Witness my hand and notarial seal, this the 23rd day of September, 1982.

Jean W. Barnhill  
Notary Public

My Commission Expires:

8-18-86



EXHIBIT "A"

WILLIAMSBURG MANOR, INC.

DESCRIPTION

Beginning at a point in the western right-of-way line of Concord Drive, said point being located  $S17^{\circ} 44''W - 150.0$  ft. from the intersection of the western right-of-way line of Concord Drive with the Southern right-of-way line of Sedgfield Drive; thence from the beginning and with the southern line of Cambridge Subdivision Section II,  $S72^{\circ} 16'E - 520.0$  ft.; thence leaving the southern line of Cambridge Subdivision Section II  $S10^{\circ} 26' 06''W - 143.38$  ft. to a point in the right-of-way line of Concord Drive; thence crossing Concord Drive  $S13^{\circ} 13' 19''W - 50.06$  ft.; thence  $S16^{\circ} 03'W - 145.0$  ft. to the northern line of the Woodrow Haddock property; thence with the Haddock line  $N73^{\circ} 57'W - 446.24$  ft.; thence leaving the Haddock line  $N16^{\circ} 03'E - 158.22$  ft. to a point in the curved right-of-way line of Concord Drive; thence with the curve as described along a chord of  $N16^{\circ} 13'W - 171.40$  ft. to the point of curvature of the curve; thence  $N 17^{\circ} 44'E - 50.0$  to the point of beginning.