

ARTICLES OF INCORPORATION

OF

WINDY RIDGE HOMEOWNERS ASSOCIATION

FILED

Dec 15 10 20 AM '75

THAD EURE  
SECRETARY OF STATE  
NORTH CAROLINA

207286

In compliance with the requirements of Chapter 55 A of the General Statutes of North Carolina, the undersigned, all of whom are residents of Pitt County, 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 WINDY RIDGE HOMEOWNERS ASSOCIATION, hereinafter called the "Association".

Article II

*and registered*

The principal office of the Association is located at 105 West Greenville Boulevard, Greenville, Pitt County, North Carolina, 27834.

Article III

William H. Clark, whose address is 105 West Greenville Boulevard, Greenville, North Carolina, 27834, is hereby appointed the initial registered agent of this Association.

Article IV

PURPOSE AND POWERS OF THE ASSOCIATION

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 of property described as:

BEGINNING at a nail at the point where the centerline of N.C.S.R. 1704 (Bell's Road) intersects the centerline of Bell's Branch and from said beginning point runs as the centerline of the road following these courses and distances; North 02-27 East 289.76 feet, North 01-35 East 100.00 feet, North 02-28 West 100.00 feet, North 06-26 West 100.00 feet, North 09-19 West 100.00 feet, North 12-42 West 100.00 feet, North 16-22 West 100.00 feet, North 19-45 West 100.00 feet, North 23-13 West 100.00 feet, North 26-43 West 97.95 feet to a nail in the centerline of the road; thence leaves the road and runs with the Brown line and an old hedgerow and fence South 41-51-30 West 1697.94 feet to a concrete monument in the Tucker line thence with the Tucker line and a fence South 82-22-00 East 224.49 feet to an iron stake in the center of Bell's Branch; thence with Bell's Branch as it meanders North 65-02-00 East 222.02 feet, North 57-26-00 East 100.13 feet, North 66-00-20 East 100.51 feet, North 66-23-50 East 158.09 feet to an axle in Bell's Branch; thence as Bell's Branch meanders N. 84-52-00 East 104.55 feet, South 72-49-40 East 102.65 feet, South 70-57-40 East 143.96 feet, South 74-10-20 East 100.36 feet, South 83-09-30 East 138.28 feet to the point of BEGINNING, containing 17.576 acres including the right of way of N. C. S. R. 1704 and being the same land described in Deed Book P 33, Page 379 known as the L. G. Barnes Farm and being a portion of the Barnes Land as shown on a map dated January 1963 by Joe M. Dresbach, R. S. and recorded in Map Book 11, Page 88, Pitt County Registry and being the same land as shown on a map entitled Map Prepared for Leroy T. Cherry by Linwood E. Stroud, P. E. dated February 18, 1974 to which reference is hereby made for a more accurate and complete 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 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 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 by the members. No such dedication or transfer shall be effective unless as 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 nonprofit 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 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 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 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) on July 1, 1981.

Article VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) 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:

<u>Name</u>	<u>Address</u>
W. H. Clark	104 Terry Street Cherry Oaks Subdivision Greenville, N. C. 27834
Leroy T. Cherry	106-B Cherry Court Drive Greenville, N. C. 27834
David L. McNamee	101-D Cherry Court Drive Greenville, N. C. 27834
Inez P. Sumrell	Rt. 2 Grifton, N. C. 28530
Jakie M. Harrell	Rt. 1, Box 53 Ayden, N. C. 28513
Frances C. Hardee	Rt. 2, Box 525 Greenville, N. C. 27834
K. Wayne Hardee	Rt. 2, Box 525 Greenville, N. C. 27834
Gloria E. Clark	104 Terry Street Cherry Oaks Greenville, N. C. 27834
Edward Arnold Sturgeon	114-C Cherry Court Apts. Greenville Blvd. Greenville, N. C. 27834

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at such annual meeting thereafter the members shall elect three directors for a term of three 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 nonprofit 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 75 percent (75%) of the entire membership.

Article XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following sections 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 20th day of November, 1975.

*W. H. Clark*

W. H. Clark

*Leroy T. Cherry*

Leroy T. Cherry

*David L. McNamee*

David L. McNamee

STATE OF NORTH CAROLINA

COUNTY OF

I, Hazel F. Moss, a Notary Public in and

for the aforesaid County and State, do hereby certify that W. H. Clark, Leroy T. Cherry, and David L. McNamee personally appeared before me this day and, after being duly sworn, acknowledged the due execution of the foregoing Articles of Incorporation of WINDY RIDGE HOMEOWNERS ASSOCIATION and certify that the same is true.

WITNESS my hand and Notarial Seal, this the 20th day of November, 1975.

*Hazel F. Moss*  
Notary Public

My commission expires: Jan. 30, 1980