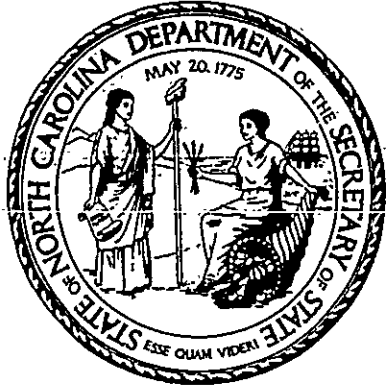


*Fetian's Box*

*X*



104

# 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 ( 10 sheets) to be a true copy of

ARTICLES OF INCORPORATION

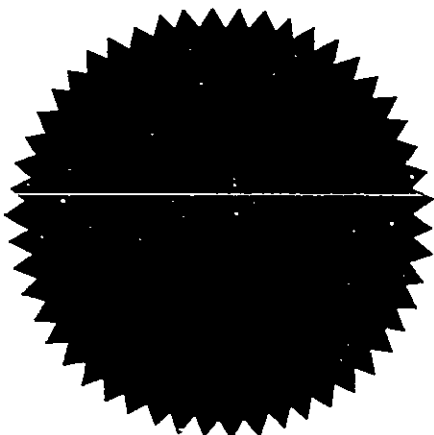
OF

VICARS EDGE ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 10th day of August 19 84, after having been found to conform to law.

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

Done in Office, at Raleigh, this 10th day of August in the year of our Lord 19 84.



*Thad Eure*  
Secretary of State  
*[Signature]*  
By Deputy Secretary of State

341861

ARTICLES OF INCORPORATION

AUG 10 11 12 AM '84

FILED  
THAD EURE  
SECRETARY OF STATE  
NORTH CAROLINA

OF

VICARS EDGE ASSOCIATION, INC.

In compliance with the requirements of G.S. 55A-1, et seq., the undersigned, all of whom are residents of the State 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 VICARS EDGE ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located in Forsyth County, at 450 NCNB Plaza, Winston-Salem, North Carolina.

ARTICLE III

Edward V. Zotian, whose address is 450 NCNB Plaza, Winston-Salem, North Carolina, 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

BOOK 1453 P 0479

which it is formed are to provide for maintenance, preservation, and architectural control of the office Lots and Common Area within that certain tract of property described as:

SEE EXHIBIT A ATTACHED

to promote the health, safety, and welfare of the owners and tenants within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose:

- (a) To 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 Forsyth 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) To 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) To 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) To borrow money, and with the assent of two-thirds (2/3) of its 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) To 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 an instrument has been signed by two-thirds (2/3) of its members agreeing to such dedication, sale, or transfer;

- (f) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose 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 its members; and
- (g) To 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 within the tract referred to in Article IV hereof, 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 separate from ownership of any Lot.

#### ARTICLE VI

#### VOTING RIGHTS

The Association shall have two classes of voting membership:

Section 1: Weighted Vote. There shall be only one vote per lot, which shall be a weighted vote based on the square footage of each lot, as it relates to the total square footage of all lots expressed in percent (appurtenant percentage quotient).

(Explanatory Note - It is the objection of this paragraph that each lot shall carry a vote appurtenant expressed in terms of a percentage, i.e., a lot containing 4,000 square feet out of a total square footage of all lots containing 40,000 square feet would have one vote having a weight of ten percent (10%).

Section 2: Each member 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 the owners thereof determine, but in no event shall more than one vote be cast with respect to any lot, and no fractional vote may be cast with respect to any lot.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors with a maximum 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:

Edward V. Zotian, 450 NCNB Plaza, Winston-Salem, N. C. 27101  
S. Elaine Hudspeth, 450 NCNB Plaza, Winston-Salem, N. C. 27101  
Susan D. Walker, 450 NCNB Plaza, Winston-Salem, N. C. 27101

The Directors shall be classified with respect to time for which they shall severally hold office by dividing them into three classes, with one class of two (2), a second class of two (2), and a third class of one (1). At the first annual meeting, the members shall elect the Directors of the first class for a term of one (1) year, the Directors of the second class for a term of two (2) years, and the Director of the third class for a term of three (3) years, and at each annual meeting thereafter, the members shall elect successors to the class of Directors whose term or terms shall expire that year for a term of three (3) years.

ARTICLE VIII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, annex additional properties as provided in the Declaration.

ARTICLE X

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire membership.

ARTICLE XII

AUTHORITY TO DEDICATE

The Association shall have power to 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 dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire membership.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its 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 XIV

DURATION

The corporation shall exist perpetually.

ARTICLE XV

MEETINGS FOR ACTIONS COVERED

BY ARTICLES IV THROUGH XIII

In order to take action under Articles VIII and XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at

such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### ARTICLE XVI

##### AMENDMENTS

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

#### ARTICLE XVII

##### RIGHTS OF FIRST MORTGAGES

Section 1. Notification of Default by Mortgagor. The holder of any Mortgage or Deed of Trust, under which the interest of any Owner is encumbered and which Mortgage or Deed of Trust has first and paramount priority and subject only to the lien of general or ad valorem taxes and assessments (First Mortgagees), on any Lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under these Articles when such default is not cured within thirty (30) days from its occurrence.

Section 2. Assent of First Mortgagees to Certain Actions by the Association. The following actions or nonactions by the Association shall require the assent in writing of at least seventy-five per cent (75%) of the First Mortgagees (based upon one vote for each first lien deed of trust) which assent shall not be arbitrarily withheld:

- (a) Abandonment, partition, subdivision, encumbrance, sale or transfer of real estate or improvements



thereon which is owned by the Association for the benefit of the Lots. Provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this sub-paragraph.

- (b) Alternation or amendment of the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
- (c) Waiver or abandonment of any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of any building, fence, wall, or other structure upon the properties, the exterior maintenance of Lots, the maintenance of party walls or common fences and the driveways within the Properties, or the upkeep of lawns and plantings within the Properties.
- (d) Use of hazard insurance proceeds for losses to improvements located on Association property for other than the repair, replacement or reconstruction of such improvements.

In the event a First Mortgagee fails to respond to a written request for assent within thirty (30) days after such request has been submitted to it by the Association, written assent will not be required by said First Mortgagee and said First Mortgagee shall be deemed to have given its assent in compliance with this Section.

Section 3. Taxes and Insurance. Any First Mortgagee of a Lot acting alone or with other First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any property owned by the Association and may pay overdue premiums on hazard insurance policies on property owned by the Association or secure renewal of such hazard insurance coverage upon the lapse of a policy for such property, and First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

BOOK 1453 P 0486

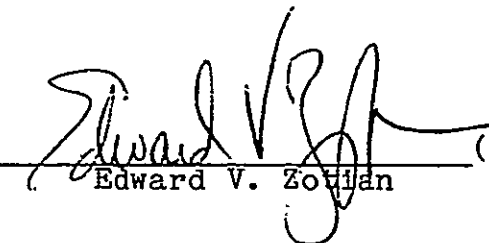
ARTICLE XVIII

INCORPORATORS

The name and address of the Incorporator is:

Edward V. Zotian  
450 NCNB Plaza  
Winston-Salem, N. C. 27101

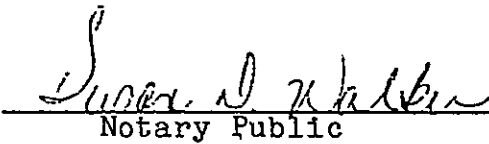
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, I, the undersigned incorporator of this Association, have executed these ARTICLES OF INCORPORATION, this the 27th day of July, 1984.

  
\_\_\_\_\_  
Edward V. Zotian (SEAL)

NORTH CAROLINA )  
                          )  
FORSYTH COUNTY    )

I, Susan D. Walker, a Notary Public of the above State and County, do hereby certify that Edward V. Zotian personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 27th day of July, 1984.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

April 19, 1989

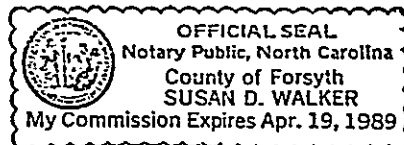


EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots No. 174, 190 and 191, as shown on the plat of West End Hotel and Land Company, Section 1, as recorded in Plat Book 8, page 83, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. For further reference see Deed Book 804, page 320 and Deed Book 978, page 237, Forsyth County Registry. Being Tax Lots 174, 190 and 191, Block 136 as presently shown on the Forsyth County Tax Maps.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

AUG 14 3 54 PM '84

EUNICE AYERS  
REGISTER OF DEEDS  
FORSYTH CTY, N.C.

akg \$19.00 pd.

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