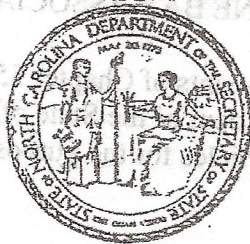


ARTICLES
51A

BOOK 2456 PAGE 151



State of
North
Carolina

Department
of the
Secretary of State

FILED
PAGE
BOOK 2325
PH 76
R. D. HENZIE, JR.
REGISTER OF DEEDS
MARK COUNTY, N.C.

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 (28 sheets) to be a true copy of

ARTICLES OF INCORPORATION

OF

THE BRANDYWINE BAY ASSOCIATION, INC.

and the probates thereon, the original of which was filed in this office on the 1st day of December 1976, 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 1st day of December in the year of our Lord 1976.



FILED FOR REGISTRATION

AT 9:30 O'CLOCK A.M. ON

13 DAY OF 10 Oct 1976

Hugh S. Salters
REGISTER OF DEEDS

Secretary of State

By [Signature]
Deputy Secretary of State

Book 9 Page 242

ARTICLES OF INCORPORATION
OF
THE BRANDYWINE BAY ASSOCIATION, INC.

In compliance with the requirements of Chapter 55A of the General Statutes of North Carolina, the undersigned, a resident of the State of North Carolina and who is of full age, has this day executed these articles for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is The Brandywine Bay Association, Inc. hereinafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 4300 Six Forks Road in the City of Raleigh, County of Wake, State of North Carolina.

ARTICLE III

J. C. Livingston, whose address is 4300 Six Forks Road, in the City of Raleigh, County of Wake, State of North Carolina, 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:

(a) To manage, own and maintain the swimming pool, tennis courts and other facilities located on the Recreational Area of the Brandywine bay Development Area (said Recreational Area being more fully described herein below) for the benefit and use of the Class "A", resident and Social Members of the Association, subject to such restraints or suspensions of use and voting rights, if any, of such members as are provided for herein and in the Bylaws of the Association.

(b) To own, purchase, maintain, repair and replace any or all of the equipment, facilities, and buildings used in the connection with the operation of the swimming pool, tennis courts and other facilities located on said Recreational Area.

(c) To own and maintain the entranceway gates, streets and roadways, located on the entranceway gate, street and roadway Easement Area, (said Easement Area being

48 more fully described herein below) for the benefit and use of the members of the
49 Association, subject to such restraints or suspensions of use and voting rights, if any, of
50 Members as are provided for herein and in the Bylaws of this Association.

51
52 (d) To manage, own and maintain such other properties and facilities which
53 may, from time to time, be conveyed or transferred to this Association by the Brandywine
54 Bay Development corporation from or out of Brandywine Bay Development Area (said
55 Development Area being more fully described herein below), or any subsequent owner of
56 all or any portion of said Development Area.

57
58 (e) To establish an orderly and efficient system of billing to pay for the
59 expenses incurred in the furtherance of the aforesaid purposes.

60
61 (d) To promulgate such rules and regulations and perform such deeds and acts
62 as are deemed necessary to achieve the aforesaid objectives, and to promote the
63 recreation, health, safety and welfare of the members of this Association.

64
65 ARTICLE V

66
67 The Legal descriptions for the Brandywine bay recreational Area; the Entranceway Gate,
68 street and Roadway Easement Area and the Development area are as follows:

69
70 LEGAL DESCRIPTION FOR THE BRANDYWINE BAY RECREATIONAL AREA:

71
72 BEGINNING at a stake in the westerly property line of Bay Drive (a private
73 street), as shown on the plat of survey hereinafter referred to, said BEGINNING point
74 being reached by commencing at a point in the southerly property line of N. C. Highway
75 No. 24, which point is coincident with the center line of McCabe Road if said center line
76 were extended from its present terminus to the southerly property line of said N. C.
77 Highway No. 24, AND RUNNING THENCE from said point along and with the
78 southerly property line of the said N. C. Highway No. 24 in an easterly direction a
79 distance of 1,388.29 feet to a stake in the southerly property line if N. C. Highway No.
80 24; thence a new line South 00* 21' East a distance of 40.04 feet to a stake; thence South
81 48* 25' East a distance of 40.0 feet to a stake; thence South 71* 23' 11" East a distance
82 of 17.0 feet to a stake in the westerly property line of Bay Drive; thence along and with
83 the westerly line of said Bay Drive along the arc of a curve to the southwest, said curve
84 having a radius of 450.66 feet, said curve also having a chord bearing of South 13* 35'
85 29" West and chord length distance of 76.55 feet, an arc length distance of 78.66 feet to a
86 point in the westerly property line of said Bay Drive; thence continuing with the westerly
87 property line of said Bay Drive South 8* 35' 29" West a distance of 503.3 feet to a stake
88 in the westerly property line of Bay Drive, the place and point of BEGINNING; AND
89 RUNNING THENCE from said BEGINNING point along and with westerly property
90 line of said Bay Drive South 8* 35' 29" West a distance of 171.0 feet to a point in the

Sec 7

94 westerly property line of said Bay Drive, a point of curvature; thence continuing along
95 and with the westerly property line of said Bay Drive along the arc of a curve to the
96 southwest, said curve having a radius of 91.372 feet, and arc length distance of 82.38 feet
97 to a point in the westerly property line of said Bay Drive; thence North 73* 01' 11" West
98 a distance of 18.22 feet to a stake in the northerly edge of a parking lot; thence North 52*
99 20' 41" West a distance of 55.39 feet to a stake; thence along the arc of a curve to the
100 northwest to a stake, said curve having a chord bearing of North 14* 12' 01" West and a
101 chord distance of 10.27 feet; thence North 20* 32' 09" East a distance of 11.97 feet to a
102 stake; thence along the arc of a curve to the northwest to a stake, said curve having a
103 chord bearing of North 69* 46' 34" West and a chord distance of 66.84 feet; thence along
104 the arc of a curve to the northwest to a stake, said curve having a chord bearing of North
105 79* 28' 28" West and a chord distance of 66.84 feet; thence along the arc of a curve to
106 the southwest to a stake, said curve having a chord bearing of South 19* 01' 09" West
107 and a chord distance of 18.46 feet; thence North 82* 40' 11" West a distance of 86.30
108 feet to a stake; thence North 11* 06' 31" West a distance of 58.55 feet to a stake; thence
109 North 68* 36' 09" East a distance of 90.28 feet to a stake thence North 21* 23' 51"
110 West a distance of 99.57 feet to a stake; thence North 68* 36' 09" East a distance of
111 133.8 feet to a stake; thence South 65* 28' 31" East a distance of 208.07 feet to a stake in
112 the westerly property line of said Bay Drive, the place and point of BEGINNING; the
113 same being a tract or parcel of land containing 1.60 acres, more or less, and being labeled
114 Parcel B, "Recreational Area, on Sheet 2 and Sheet 3 of the "Drawings" for OAK
115 BLUFF AT BRANDYWINE BAY, a Condominium, said "Drawings" being recorded
116 among the public records of Carteret County, North Carolina; said Sheets 2 and 3 having
117 been prepared by C. C. King, Registered Land Surveyor of Beaufort, North Carolina,
118 and dated the 14th day of October, 1976; Sheet 2 being labeled "Boundary and Final Map,
119 Parcels A and B, OAK BLUFF AT BRANDYWINE, a Condominium" and Sheet 3 being
120 labeled "Boundary Map, Parcels A, B, and C, OAK BLUFF AT BRANDYWINE, a
121 Condominium," each of said Sheets being herein referred to for more particular
122 description of said property.
123

124 The foregoing property is subject to and/or benefited by that certain Declaration
125 of Easement wherein Brandywine Bay Development Corporation is name as Declarant,
126 dated the 2nd day of December, 1976 and recorded in the Public Registry of Carteret
127 County, North Carolina.
128

129 LEGAL DESCRIPTION FOR ENTRANCEWAY GATE, STREET AND ROADWAY
130 EASEMENT AREA:
131

132 BEGINNING at a stake in the southerly property line of N. C. Highway No. 24,
133 as shown on the plat of survey hereinafter referred to, said BEGINNING point reached
134 by commencing at a point in the southerly property line of N.C. Highway No. 24, which
135 point is coincident with the center line of McCabe Road if said center line were extended
136 from its present terminus to the southerly property line of said N. C. Highway No. 24,
137
138
139

Sec 7

140 AND RUNNING THENCE from said point along and with the southerly property line of
141 the said N. C. Highway No. 24 in an easterly line of N. C. Highway No. 24, the place and
142 point of BEGINNING; AND RUNNING THENCE from said BEGINNING point a new
143 line South 00° 21' East a distance of 40.04 feet to a stake; thence South 71° 23' 11" East
144 a distance of 17.0 feet to a stake in the westerly property line of Bay Drive (a private
145 street); thence along and with the westerly property line of the said Bay Drive along the
146 arc of a curve to the southwest, said curve having a radius of 450.66 feet, said curve also
147 having a chord bearing of South 13° 35' 29" West and a chord length distance of 78.55
148 feet, an arc length distance of 78.66 feet to a point in the westerly property line of the
149 said Bay Drive; thence continuing with the westerly property line of the said Bay Drive;
150 thence continuing with the westerly property line of said Bay Drive South 8° 35' 29"
151 West a distance of 503.3 feet to a stake in the westerly property line of Bay Drive; thence
152 continuing with the westerly property line of Bay Drive South 8° 35' 29" West a distance
153 of 171.0 feet to a point in the westerly property line of Bay Drive, a point of curvature;
154 thence continuing along and with the westerly property line of said Bay Drive along the
155 arc of a curve to the southwest, said curve having a radius of 91.372 feet, an arc length
156 distance of 82.38 feet to a point in the westerly property line of Bay Drive; thence
157 continuing along and with the westerly property line of the said Bay Drive South 60°
158 14' 49" West a distance of 10.12 feet to a stake in the westerly property line of Bay
159 Drive; thence continuing along and with the westerly property line of Bay Drive South
160 60° 14' 49" West a distance of 177.44 feet to a point and corner with the property owned
161 by BRANDYWINE BAY DEVELOPMENT CORPORATION; thence crossing the
162 southernmost terminus of Bay Drive South 29° 45' 11" East a distance of 56.66 feet to a
163 stake and corner with the OAK BLUFF AT BRANDYWINE BAY, a Condominium,
164 property; thence along and with the northwesterly property line of the OAK BLUFF AT
165 BRANDYWINE BAY property North 60° 14' 49" East a distance of 187.56 feet to a
166 stake, thence continuing along and with the northwesterly property line of the said OAK
167 BLUFF AT BRANDYWINE BAY property along the arc of a curve to the northeast,
168 said curve having a radius of 148.032 feet, an arc length distance of 133.46 feet to a point
169 in the westerly property line of the said OAK BLUFF AT BRANDYWINE BAY
170 property; thence continuing along and with the westerly property line of the said OAK
171 BLUFF AT BRANDYWINE BAY property North 8° 35' 29" East a distance of 171.0
172 feet to a stake; thence continuing along and with the westerly property line of the OAK
173 BLUFF AT BRANDYWINE BAY property North 8° 35' 29" East a distance of 71.04
174 feet to a stake in the westerly property line of the said OAK BLUFF AT BRANDYWINE
175 BAY Condominium property; thence along the arc of a curve joining the westerly
176 property line of the OAK BLUFF AT BRANDYWINE BAY Condominium property
177 (coincident with the southerly property line of Bogue Drive [a private street]) said curve
178 being to the northeast and having a radius of 17 feet, said curve also having a chord
179 bearing of North 53° 35' 29" East and a chord length of 24.04 feet, an arc length distance
180 of 26.7 feet to a stake in the northerly property line of the OAK BLUFF AT
181 BRANDYWINE BAY Condominium property (and in the southerly property line of the
182 said Bogue Drive); thence along and with the southerly property line of the said Bogue
183
184
185

186 Drive (a private street) and the northerly property line of the said OAK BLUFF AT
 187 BRANDYWINE BAY Condominium property South 81* 24' 31" East a distance of
 188 400.41 feet to a point in the line of property owned by BRANDYWINE BAY
 189 DEVELOPMENT CORPORATION, a new corner; thence crossing the easternmost
 190 terminus of Bogue Drive North 9* 39' 59" East a distance of 30 feet to a stake in the
 191 southerly property line of the J. W. Murphree Company; thence along and with the
 192 southerly property line of the J. W. Murphree Company North 81* 24' 31" West a
 193 distance of 400.97 feet to a stake, the southwestern corner of the J. W. Murphree
 194 Company property; thence along the arc of a curve to the northwest, said curve joining
 195 the northerly property line of Bogue Drive with the easterly property line of Bay Drive
 196 and having a radius of 17 feet, an arc length distance of 26.7 feet to a point in the easterly
 197 property line of Bay Drive; thence along and with the easterly property line of the said
 198 Bay Drive North 8* 35' 29" East a distance of 368.26 feet to a point in the easterly
 199 property line of the said Bay Drive, a point of curvature ; thence continuing along and
 200 with the easterly property line of the said Bay Drive along the arc of a curve to the
 201 northeast, said curve having a radius of 394.0 feet, an arc length distance of 68.77 feet to
 202 a point in the easterly property line of Bay Drive; thence South 71* 24' 31" East a
 203 distance of 17.0 feet to a stake and corner with the line of the western boundary of the J.
 204 W. Murphree Company property; thence along and with the line of the said J. W.
 205 Murphree Company North 13* 35' 29" east a distance of 53.39 feet to a stake in the
 206 southerly property line of N. C. Highway No. 24, said stake being the northwestern
 207 corner of the J. W. Murphree Company; thence along and with the southerly property line
 208 of N. C. Highway No. 24 (crossing the northernmost terminus of Bay Drive as shown on
 209 the plat of survey hereinafter referred to) North 712* 23' 31" West a distance of 140.47
 210 feet to a stake in the southerly property line of said N. C. Highway No. 24 the place and
 211 point of BEGINNING; the same being a tract or parcel of land consisting of Bay Drive
 212 and Bogue Drive (both private streets), inclusive of the entry-way gate area (less and
 213 except the portion thereof owned by the J. W. Murphree Company) as shown on Sheet 2
 214 and Sheet 3 of the "Drawings" for OAK BLUFF AT BRANDYWINE BAY, a
 215 Condominium, said "Drawings" being recorded among the public records of Carteret
 216 County, North Carolina; said Sheets 2 and 3 having been prepared by C. C. King,
 217 Registered Land Surveyor of Beaufort, North Carolina and dated the 14th day of October,
 218 1976; Sheet 2 being labeled "Boundary and Final Map, Parcels A and B, OAK BLUFF
 219 AT BRANDYWINE BAY, a Condominium and Sheet 3 being labeled "Boundary Map,
 220 Parcels A, B, and C, OAK BLUFF AT BRANDYWIND BAY, a Condominium," each of
 221 said Sheets being herein referred to for more particular description of said tract or parcel
 222 of land.

224 LEGAL DESCRIPTION FOR THE BRANDYWINE BAY DEVELOPMENT AREA:

225
 226 BEGINNING at a stake in the southerly property line of N. C. Highway No. 24,
 227 as shown on the plat of survey hereinafter referred to, said BEGINNING POINT being
 228 reached by commencing at a point in the southerly property line of N. C. Highway No.
 229

Sec 7

232 24, which points is coincident with the center line of McCabe Road if said center line
233 were extended from its present terminus to the southerly property line of said N. C.
234 Highway No. 24, and RUNNDING THENCE from said point along and with the
235 southerly property line of the said N. C. Highway No. 24 in an easterly direction a
236 distance of 1,388.29 feet to a stake in the southerly property of N. C. Highway No. 24,
237 the PLACE AND POINT OF BEGINNING; AND RUNNING THENCE from said
238 BEGINNING POINT along and with the southerly property line of the said N. C.
239 Highway No. 24, crossing the northern terminus of Bay Drive (a private street) South
240 71* 23' 31" East a distance of 140.47 feet to a stake in the southerly property line on N.
241 C. Highway No. 24, the northwest corner of property belonging to the J. W. Murphree
242 Company; thence along and with the westerly property line of the said J. W. Murphree
243 Company South 18* 25' 29" West a distance of 53.39 feet to a stake in the westerly
244 property line of the said J. W. Murphree Company; thence, North 71* 24' 31" West a
245 distance of 17.0 feet to a stake in the easterly property line of the said Bay Drive; thence
246 along and with easterly property line of the said Bay Drive along the arc of a curve to the
247 southwest, said curve having a radius of 394.0 feet and a chord bearing of South 13* 35'
248 29" West, an arc length distance of 62.77 feet to a point in the easterly property line of
249 the said Bay Drive; thence continuing with the easterly property line of the said Bay
250 Drive South 8* 35' 29" West a distance of 363.26 feet to a stake in the easterly property
251 line of the said Bay Drive; thence along the arc of a curve to the southeast, said curve
252 connecting the easterly property line of Bay Drive with the northerly property line of
253 Bogue Drive (a private street), said curve having a radius of 17 feet and a chord bearing
254 of South 36* 24' 31" East, and arc length distance of 26.7 feet to a stake in the northerly
255 property line of Bogue Drive, the southwestern corner of the J. W. Murphree Company
256 property; thence along and with the northerly property line of the said Bogue Drive (said
257 property line being coincident with the southerly property line of the said J. W.
258 Murphree Company) South 81* 24' 31" East a Distance of 400.97 feet to a stake in the
259 southerly property of the said J. W. Murphree Company; thence crossing the easternmost
260 terminus of Bogue Drive South 9* 39' 59" West a distance of 30.0 feet to a point, the
261 northeastern corner of the OAK BLUFF AT BRANDYWINE BAY, a Condominium,
262 property, the same also being a point in the westerly property line of the Brandywine Bay
263 Development Corporation; thence along and with the westerly property line of the
264 Brandywine Bay Development Corporation property (a new line) the following courses
265 and distances: South 9* 39' 59" West a distance of 100.87 feet to a stake; thence South
266 5* 27' 19" West a distance of 133.1 feet to a stake; thence South 00* 29' 12" West a
267 distance of 191.44 feet to a stake; thence South 41* 09' 16" West a distance of 100.0 feet
268 to a stake; thence South 28 09' 36" West a distance of 126.09 feet to a stake at the mean
269 high water line of Bogue Sound; thence along and with the mean high water line of
270 Bogue Sound the following courses and distances: North 63* 35' 41" West a distance of
271 197.41 feet to a stake; thence South 59* 03' 59" West a distance of 101.0 feet to a stake;
272 thence North 73* 36' 41" West a distance of 176.05 feet to a stake and corner with
273 property owned by the Brandywine Bay Development Corporation; thence continuing
274 along and with the mean high water line of Bogue Sound the following courses and
275
276
277

278 distances; North 82* 32' 21" West a distance of 140.24 feet to a stake; thence South 72*
 279 08' 59" West a distance of 48.91 feet to a stake; thence South 26* 34' 09" West a
 280 distance of 251.37 feet to a stake; thence North 79* 16' 21" West a distance of 104.34
 281 feet to a stake; thence North 3* 23' 39" East a distance of 165.28 feet to a stake; thence
 282 North 57* 16' 31 West a distance of 197.96 feet to a stake; thence North 62* 00' 11"
 283 West a distance of 139.57 feet to a stake; thence North 69* 55' 01" West a distance of
 284 222/38 feet to a stake; thence leaving the mean high water line of Bogue Sound a new
 285 line North 18* 07' 59" East a distance of 1,293.1 feet to a stake in the southerly property
 286 line of N. C. Highway No. 24; thence along and with the southerly property line of N. C.
 287 Highway No. 24 South 71* 23' 31" East a distance of 695.86 feet to a stake in the
 288 southerly property line of N. C. Highway No. 24, the PLACE AND POINT OF
 289 BEGINNING; the same being a tract or parcel of land containing approximately 34
 290 acres and being labeled Parcels A, B, and C plus the areas for Bogue and Bay Drive as
 291 shown on sheet 3 of the "Drawings" for OAK BLUFF AT BRANDYWINE BAY, a
 292 condominium, said "Drawings" being recorded among the Public Records of Carteret
 293 County, North Carolina. In addition, the BEGINNING POINT for this parcel or tract of
 294 land is locatable by reference to Sheet 2 of said "Drawings"; said Sheets 2 and 3 having
 295 been prepared by C. C King, Registered Land Surveyor of Beaufort, North Carolina,
 296 dated the 14th day of October, 1976; Sheet 2 being labeled "Boundary and Final May,
 297 Parcels A and B, OAK BLUFF AT BRANDYWINE BAY, a Condominium" and sheet 3
 298 being labeled "Boundary May, Parcels A, B, and C, OAK BLUFF AT BRANDYWINE
 299 BAY, a Condominium," each of said sheets being herein referred to more particular of
 300 said property.

ARTICLE VI

In furtherance of its purposes the Association may:

- 306 (a) exercise all of the powers and privileges and perform all of the duties and
 307 obligations or things reasonably necessary or desirable for carrying out the Association's
 308 purposes, and for protecting the lawful rights and interests of its members in connection
 309 therewith;
- 310 (b) fix, levy, collect and enforce payment by any lawful means, all charges or
 311 assessments more fully hereinafter described; to pay all expenses in connection therewith
 312 and all office and other expenses incident to the conduct of the business of the
 313 Association, including all licenses, taxes or governmental charges levied or imposed
 314 against the property of the Association;
- 315 (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon,
 316 operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise
 317 dispose of real property in connection with the affairs of the Association;

Sec 7

323 (d) borrow, and with the assent of two-thirds (2/3) of each class of members,
324 mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property
325 as security for money borrowed or debts incurred;

326
327 (e) dedicate, sell or transfer all or any part of its property to any public
328 agency, authority, or utility for such purposes and subject to such conditions as may be
329 agreed to by the members. No such dedication or transfer shall be effective unless an
330 instrument has been signed by two-thirds (2/3) each class of members, agreeing to such
331 dedication, sale or transfer (such instrument or instruments may be executed in several
332 counterparts, each of which shall be deemed an original but all of which shall constitute
333 one and the same instrument);

334
335 (f) participate in mergers and consolidations with, or as a member in, other
336 nonprofit corporations organized for the same or similar purposes; PROVIDED THAT
337 any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of
338 members;

339
340 (g) have and to exercise any and all powers, rights and privileges which a
341 corporation organized under the Non-Profit Corporation Act of the State of North
342 Carolina by law and may now or hereafter have or exercise.

343
344 ARTICLE VII
345 MEMBERSHIP AND USE

346
347 (a) Every person or entity who is a record owner of a fee or undivided fee
348 interest in any property located within the Brandywine Bay Development Area, as the
349 same may be constituted from time to time, and which is subject to covenants of
350 assessments by this Association, including contract sellers, shall be a member of this
351 Association, subject to:

352
353 (i) the right of the Association to charge reasonable admission, use
354 and other fees for the use of any facilities situated upon its property;

355
356 (ii) the right of the Association to suspend the voting rights and right
357 to the use of any facilities situated upon its property by a member for any period
358 during which any assessment against his Townhouse lot, Patio Home,
359 Condominium Unit or other property remains unpaid; and for a period not to
360 exceed sixty (60) days for any infraction of its published rules and regulations;

361
362 (iii) the right of the Association to dedicate or transfer all or any part of
363 its property to any public agency, authority, or utility for such purposes and
364 subject to such conditions as may be agreed to by the members. No such
365 dedication or transfer shall be effective unless an instrument or instruments signed

Sec 7

369 by two-thirds (2/3) of each class of members agreeing to such dedication or
370 transfer has been recorded (such instrument or instruments may be executed in
371 several counterparts, each of which shall be deemed an original but all of which
372 shall constitute one and the same instrument);
373

374 (iv) the right of the Association to limit the number of guests of
375 members as to the use of any facilities situated upon its property;

376 (v) the right of the Association, in accordance with these Articles of
377 Incorporation and its Bylaws, to borrow money for the purpose of improving and
378 facilities and in aid thereof to mortgage and grant liens and encumbrances upon
379 its property and facilities; the rights of any such mortgages of the
380 Association's property and facilities shall be subordinate to the rights of the
381 members hereunder;

382
383 (vi) the right of the Association, through its Board of Directors, to
384 determine the time and manner of use of any recreational or other facilities
385 situated upon its property by the members;

386
387 (vii) the right of the Association to reasonably regulate, locate and
388 direct access routes on its property and the location of parking thereon; and
389

390 (viii) such other limitations and rights as may herein be imposed or
391 conferred upon the various classifications of membership in this association.
392

393 The foregoing is not intended to include person or entities who hold an interest merely as
394 security for the performance of an obligation. Membership will be appurtenant to and
395 may not be separated from ownership of any Condominium Unit, Patio Home or
396 townhouse Lot or other Development Area property which is subject to assessment by
397 this Association.
398

399 (b) The right and privilege, subject to the matters and things described in
400 these Articles of Incorporation, the Bylaws of this Association and the Rules and
401 Regulations promulgated, from time to time, by the Board of Directors of this
402 Association, to use and enjoy the property and facilities of the Association shall belong to
403 every member of this Association and to each Single family who shall from time to time
404 be entitled to the benefits of a permit membership or who occupy a Condominium Unit,
405 Patio Home or Townhouse Lot located in the Brandywine Bay Development Area. Any
406 member may delegate, in accordance with the Bylaws of this Association, his right of
407 enjoyment to the Association's property and facilities to the members of his family, his
408 tenants, or contract purchasers who reside on the property. For purposes of these Articles
409 "Single family" shall mean a group of one or more persons, each related by blood,
410 marriage, or legal adoption, or a group of one of more persons not so related, together
411 with their domestic servants, if any, who maintain a common household.
412
413
414

415 (c) The Brandywine Bay Development Area as hereinabove described may,
416 from time to time, be expanded and added to the Brandywine Bay Development
417 Corporation (or any person, firm or corporation to whom the Brandywine Bay
418 Development Corporation specifically transfers and assigns the right, privilege and
419 option herein retained to expand or add to said Development Area) on or before January
420 1, 1992 upon thirty (30) days prior written Notice to the Board of Directors of this
421 Association describing in detail any such expansion or addition (said Notice to be
422 accompanied by a current plat of survey of property covered by such expansion or
423 addition to the Brandywine Bay Development Area), so long as any such expansion or
424 addition to the Development Area will not result, ultimately, in more than one thousand
425 (1,000) Class A and Resident Permit Memberships in this Association. For definition of
426 Class A Membership and Resident Permit Membership see Article VII, Paragraphs (e)(i)
427 and (e)(vi) of these Articles of Incorporation. Any such addition or additions as herein
428 provided for shall be accorded the privileges and shall be treated for all purposes as if
429 said property were a portion of the originally described Brandywine Bay development
430 Area.

431
432 (d) The Brandywine Bay Development Area as hereinabove described, and as
433 the same may from time to time be expanded and added to as provided in Paragraph (c)
434 of this Article VII, may have property deleted or subtracted therefrom, from time to time,
435 by the Brandywine Bay Development Corporation (or any person, firm or corporation to
436 whom the Brandywine Bay Development Corporation specifically transfers and assigns
437 the right, privilege and option herein retained to delete or subtract from said Development
438 Area) on or before January 1, 1992 upon thirty (30) days prior written Notice to the
439 Board of Directors to this association describing in detail any such deletion or subtraction
440 (said Notice to be accompanied by a current plat of survey of the property covered by
441 such deletion or subtraction in the Brandywine Bay Development Area); PROVIDED
442 THAT, this right, privilege and option to delete or subtract property from the Brandywine
443 Bay Development Area shall apply only to property subject to a Class C membership (as
444 hereinafter described and define) and provided further that said property shall be subject
445 to payment of the appropriate assessments as provided for in Article X of these Articles
446 of Incorporation for a period of six (6) consecutive calendar months next following the
447 effective date of such deletion or subtraction of said property from the Brandywine Bay
448 Development Area; PROVIDED, FURTHER, that the amount of said assessment may
449 not be altered, modified or changed by the Association from and after its receipt of the
450 Notice required in this Paragraph. From and after the effective date of any such deletion
451 or subtraction of property from the Brandywine Bay Development Area as herein
452 provided said property shall be treated for all purposes as if it were never a portion of the
453 Brandywine Bay Development Area except for its obligation to continue to pay
454 assessments for a period of six months as herein provided.

455
456
457
458
459
460

461 (e) There shall be Five (5) classes of membership in the Association, as
462 Follows:

463
464 (i) Class "A" Membership. A Class "A" member shall be the owner
465 of a Condominium Unit, Patio Home or Townhouse Lot upon which a residence
466 or single family dwelling unit (A) has been completed and has been conveyed to
467 an owner other than the Brandywine Bay Development Corporation or (B) has
468 been occupied. This same definition shall apply also in determining whether
469 Condominium Units, Townhouse Lots or Patio Homes constructed or under
470 development on other portions of the Brandywine Bay Development Area, if any,
471 are Class "A" or Class "B" Condominium Units, Townhouse Lots or Patio
472 Homes.

473
474 (ii) Class "B" Membership. A Class "B" member shall be the
475 owner of a Condominium Unit, Patio Home or Townhouse Lot upon which a
476 residence or single family dwelling unit (A) has not been completed or (B) has not
477 been conveyed to an owner other than the Brandywine Bay Development
478 Corporation (or a successor or assign to said Corporation if such successor or
479 assign shall have acquired more than one acre of the Brandywine Bay
480 Development Area from said Corporation for the purpose of developing Units,
481 Patio Homes or townhouses for sale), or (C) prior to such conveyance has not
482 been occupied. The same definition shall apply also in determining whether
483 Condominium Units, Townhouse Lots or Patio Homes constructed or under
484 development on portions of the Brandywine Bay Development Area, if any, are
485 Class "A" or Class "B" Condominium Units, Townhouse Lots or Patio Homes.

486
487 (iii) Class "C" Membership. A Class "C" member shall be the
488 owner of any undeveloped acreage located within the Brandywine Bay
489 development Area, as the same may be constituted from time to time. Any
490 property owned by this Association shall not be included within this classification
491 for membership purposes.

492
493 (iv) Class "D" Membership. A Class "D" member shall be the
494 owner of any developed non-residential property located within the Brandywine
495 Bay Development Area, as the same may be constituted from time to time. For
496 purposes of this membership classification "developed" shall mean and refer to a
497 completed structure or building intended for use by members of the Association
498 and/or the general public for other than residential uses and purposes. Any
499 structures or buildings owned by this association shall not be include within this
500 classification for membership purposes.

501
502 (v) Class "E" Membership. A Class "E" member (Limited Use –
503 multifamily residential, not for sale) shall be the owner of property located within