

Jul 10 9 20 AM '81 ARTICLES OF INCORPORATION
FILED
THAS EURE
SECRETARY OF STATE
NORTH CAROLINA
WESTMANOR CONDOMINIUMS ASSOCIATION, INC.

BOOK 3315 PAGE 662

We, the undersigned natural persons of the age of twenty one (21) years or more, do hereby associate ourselves into a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, do hereby make, sign, and acknowledge these Articles of Incorporation, and to that end do hereby set forth:

ARTICLE I

The name of the Corporation is Western Manor Condominiums Association, Inc., hereinafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at 3620 Six Forks Road, Wake County, Raleigh, North Carolina.

ARTICLE III

James L. Sany, whose address is 3620 Six Forks Road, Raleigh, Wake County, 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 which it is formed are to provide for maintenance, preservation and architectural control of the office Units and Common Area within that certain tract or property described on Exhibit "A" attached hereto and made a part hereof, and to promote the health, safety and welfare of the owners and occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

Page 3315 of 633

(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 Unit Ownership, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Wake County Register of Deeds 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 seventy-five percent (75%) of the 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 Association's property 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 members holding sixty-seven percent (67%) of the voting power of the Association, 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 office property and Common Area, provided that any such merger, consolidation or annexation, (except annexation as permitted in Paragraph 18 of the Declaration), shall have the assent of members holding seventy-five percent (75%) of the voting power of the Association;

(3) 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 AND VOTING RIGHTS

Every person or entity, upon acquisition of an Ownership Interest (as that term is defined in the Declaration referred to herein) in any Unit 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 Unit which is subject to assessment by the Association. Each member shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common, tenants by the entirety or otherwise, own an interest in the Ownership Interest in a Unit, there shall be designated one person with respect to such Ownership Interest who shall be entitled to vote at any meeting of the Association. Such person is sometimes hereinafter referred to as "the voting member."

ARTICLE VI

RESERVE FOR REPLACEMENTS

The Association shall establish and maintain a reserve fund for replacements by the allocation and payment annually to such reserve fund in such amounts as are established by the Board of Directors. Such fund shall be deposited in a special account with a safe and responsible depository and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America.

ARTICLE VII

BOARD OF DIRECTORS

Except as provided herein, the affairs of this Association shall be managed by a Board of Five (5) Directors who must be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association.

REC-3315 REC-564

At such time as a Board of Directors shall be elected according to the provisions contained in the By-Laws, the affairs of the Association shall be governed by an Interim Board of Directors, who need not be members of the Association, composed of the following:

<u>NAME</u>	<u>ADDRESS</u>
John A. DeLuzum	Route 2, Box 535B Louisburg, North Carolina
Rebecca A. DeLuzum	Route 2, Box 535B Louisburg, North Carolina
Wald R. Edwards	101 Rox Place Raleigh, North Carolina 27649

Unless otherwise provided, the Interim Board of Directors shall have the powers and duties enumerated in these articles and in the By-Laws for the Board of Directors.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members holding sixty-seven percent (67%) of the voting power of the Association. 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 in reliance on acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be dedicated to such similar purposes.

In the event that Western Manor Condominiums are withdrawn from the Provisions of the Regulations of Unit Ownership and from the Provision of the North Carolina General Statutes on Unit Ownership Act, then the assets of the Association shall be owned by the unit owners as tenants in common, with each tenant in common owning the same percentage as the percentage of the undivided interest previously owned by such owner in the common areas and facilities.

ARTICLE IX

DURATION

The Association shall exist perpetually.

3315 : 666

ARTICLE X

AMENDMENTS

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

ARTICLE XI

INCORPORATORS

<u>NAME</u>	<u>ADDRESS</u>
James L. Seay	3620 Six Forks Road Raleigh, North Carolina 27609
George H. Harvey	3620 Six Forks Road Raleigh, North Carolina 27609

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 9th day of July, 1984.

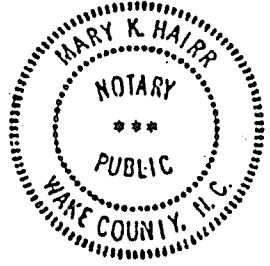
James L. Seay
George H. Harvey

STATE OF NORTH CAROLINA
COUNTY OF WAKE

THIS IS TO CERTIFY, that on the 9th day of July, 1984, before me, a Notary Public, personally appeared James L. Seay and George H. Harvey

who I am satisfied are the persons named in and who executed the foregoing Articles of Incorporation, and I having first made known to them the contents thereof, they did acknowledge that they signed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 9th day of July, 1984.



Mary K. Hairr
 Notary Public

My commission expires: 2/14/89

NORTH CAROLINA, JUN 11 11 31 AM '84

WAKE COUNTY. RECORDED

DECLARATION OF WESTERN MANOR
CONDOMINIUMS
A DECLARATION OF INTENT TO
SUBMIT PROPERTY TO THE PROVISIONS
OF THE NORTH CAROLINA UNIT
OWNERSHIP ACT

THIS DECLARATION, Made on this the 6TH day of ~~June~~ ^{July}, 1984,
by LEE A DEBNAM and wife, REBECCA A. DEBNAM, of Franklin County,
North Carolina, hereinafter known as the "Declarant", which does
hereby declare:

(1) LANDS INVOLVED.

(a) Lee A. Debnam and wife, Rebecca A. Debnam, of Franklin
County, North Carolina, hereinafter known as the "Declarant", are
the sole owners in fee simple of certain lands in the City of Raleigh,
Wake County, North Carolina, more particularly described as follows:

BEING all of Western Manor Condominiums as shown on that
map by Robert W. Keefe dated August 29, 1983, and
recorded in Book of Maps 1984, Page 929, Wake County
Registry.

(b) It is the intent of the Declarant to submit some or
all of said lands, including the buildings, structures, and improve-
ments (which now consist, principally, of 84 dwelling units/^{and one office unit and one storage unit,} appurtenances
thereto, and certain recreational facilities) located or to be located
thereon, to unit ownership through the recordation of the declaration
provided for in G.S. 47A-2 and G.S. 47A-13 of the North Carolina
General Statutes. The submission to unit ownership of all lands
and improvements to be included in Western Manor Condominiums, herein-
after known as the "Condominium", shall be accomplished on or before
July 15, 1984.

(c) The lands, buildings, structures, and improvements
described in each declaration shall constitute a separate Property,
as the term is defined herein and in G.S. 47A-3, but every such Property
created on the lands hereinabove described shall be administered
by the association of unit owners provided for in this Declaration
and in the bylaws attached hereto, subject always to the provisions
of Chapter 47A of the North Carolina General Statutes. The Properties
administered by the Association shall be known collectively, and
shall be referred to herein, as the Condominium. The common areas

and facilities of each additional Property shall become merged with the common areas and facilities of every other Property within the Condominium upon recordation of the declaration submitting the additional Property to unit ownership; and the unit owners shall have an undivided interest in all of the common areas and facilities within the Condominium.

(d) Each unit owner shall be vested with an undivided interest in the common areas and facilities of the Condominium in fee determinable. Each declaration of an additional Property to the Condominium shall set forth the percentage that the value of each unit within the Condominium, including those within said additional Property, represents of the aggregate value of all units within the Condominium. Upon the filing of the declaration of the additional Property in the Registry of Wake County, the interest in the common areas and facilities of the Condominium, theretofore vested in the unit owners in the percentages set forth in the respective deeds of conveyance and appearing in the declaration or declarations of the Condominium previously recorded, shall cease and terminate, and such owners thereupon shall be vested instantaneously with a fee determinable interest in all of the common areas and facilities within the Condominium, including the newly merged common areas and facilities, in those respective percentages as shall appear in the recorded declaration of the additional Property to the Condominium. The respective interest of each owner in the common areas and facilities shall vest absolutely in fee upon submission of all of the lands described in subparagraph (a) of this Paragraph (1) to unit ownership or on July 5, 1984, whichever shall first occur.

(e) The interest and estate of any unit owner in the common areas and facilities of the Condominium may constitute a part of the security for any obligation against the unit, but the consent of trustees, mortgagees, or beneficiaries under any instrument securing such obligation shall not be required to terminate and revert in the unit owner his respective interest and state in the common areas and facilities as provided in subparagraph (d) of this Paragraph (1). The said trustees, mortgagees, or beneficiaries shall continue

to have a security interest of the same nature provided in the security instrument in such estate as the unit owner from time to time shall have in the common areas and facilities of the Condominium. Every deed of trust, mortgage, or other security instrument upon any unit or other property within the Condominium shall be subject to the provisions of this Declaration, and every trustee, mortgagee, or beneficiary, by entering into such security instrument upon any unit or units or other property within the Condominium, agrees and covenants for himself, his heirs, executors, successors and assigns, that said security instrument shall be subject to the provisions of this Declaration.

(2) POWER OF ATTORNEY.

(a) Each owner, by purchase of a unit within the Condominium and acceptance of the deed therefor, agrees and covenants for himself, his heirs, executors, and assigns, which covenant shall run with the land, that Declarant shall be and is hereby constituted the attorney-in-fact, coupled with an interest, for every owner of a condominium unit within the Condominium for the sole purpose of making and executing any conveyances and instruments, specifically including, but not limited to, appropriate amendments to this Declaration, and doing all other things necessary to convey to each unit owner the appropriate undivided and indivisible interest in the total common area and facilities within the Condominium, computed as provided in subparagraph (d) of Paragraph (1); and the said attorney-in-fact shall execute all such conveyances and instruments and shall record or cause to be recorded all such conveyances and instruments at the time of recording of the declaration submitting the additional Property to unit ownership.

(b) Each owner, by purchase of a unit within the Condominium and acceptance of the deed therefor, grants to the Board of Directors of the Association an irrevocable power of attorney, coupled with an interest, to acquire title to or to lease any unit, as provided in the bylaws attached hereto as Exhibit A, in the name of the Board of Directors, or its designee, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto

(other than for the election of the Board of Directors) or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board of Directors. Any unit purchased by the Board of Directors shall be held by the Board, or its designee, on behalf of all unit owners in proportion to their respective percentage interests in the common areas and facilities. The lease covering any unit leased by the Board of Directors, or its designee, shall be held on behalf of all unit owners, in proportion to their percentage interests in the common areas and facilities.

(3) SUBMISSION OF PROPERTY. The Declarant hereby submits a portion of the lands hereinabove described, together with the buildings, structures, and improvements located thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, hereafter collectively known as the "Property", to the provisions of North Carolina Unit Ownership Act, as set forth in Chapter 47A of the General Statutes of North Carolina, said Property being more particularly described as follows:

BEING all of the property of Western Manor Condominiums as shown on those maps by Robert W. Keefe, R.L.S., dated August 29, 1983 and recorded in Book of Maps 1984, Page 929, Wake County Registry.

(4) DEFINITIONS. As used in this Declaration and in the bylaws hereto attached, unless the context otherwise requires:

(a) "Architectural plans" means the plans of the buildings filed with this Declaration, showing thereon graphically all particulars of the buildings and the units, and entitled "Western Manor Condominiums", Raleigh, N. C., As-Built Drawings", by Charles W. Davis, Architect.
*See Wake County Condominium Plan File Number 62.

(b) "Association of unit owners" or "Association" means all of the unit owners acting as a group in accordance with the bylaws and Declaration, and organized as a Non-Profit Corporation with the name of Western Manor Condominiums Association, Inc.

(c) "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the directors of the Association.

(d) "Buildings" means multi-unit structures constructed or erected on the Property which contain the condominium units.

(e) "Bylaws" means the bylaws of the Association as they now or hereafter exist.

(f) "Common areas and facilities" means all portions of the Property except the condominium units.

(g) "Common expenses" means and includes:

1. All sums lawfully assessed against the unit owners by the Association;

2. Expenses of administration, maintenance, repair, or replacement of the common areas and facilities;

3. Expenses agreed upon as common expenses by the Association;

4. Expenses declared to be common expenses by the provisions of the Unit Ownership Act or by the Declaration or the Bylaws;

5. Hazard, and such other, insurance premiums as the Bylaws may require the Association to purchase.

(h) "Common profits" means the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses or reserves therefor. Common profits shall not mean or include any sums lawfully assessed against the unit owners by the Association.

(i) "The Condominium" means the Property or the Properties, collectively, submitted to unit ownership pursuant to the Unit Ownership Act from the lands described in Paragraph (1) (a) of this Declaration.

(j) "Declarant" means Lee A. Debnam and wife, Rebecca A. Debnam, of Franklin County, North Carolina, and their heirs and assigns to whom their rights hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as they may impose.