

ARTICLES OF INCORPORATION  
OF  
YORKSHIRE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 55A of the North Carolina General Statutes, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I.

NAME

The name of the corporation is Yorkshire Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The registered office of the Association is located at 6719-C Fairview Road, Charlotte, Mecklenburg County, North Carolina, 28210. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is R. Stephen Pace.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a 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:

Being all of that certain parcel of land lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described in the metes and bounds description attached hereto as SCHEDULE A and incorporated herein by reference.

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, and for 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 recorded in or to be recorded in the Mecklenburg Public Registry, and as set forth in any Supplementary Declaration filed pursuant to Article II, Section 2 of said Declaration, applicable to the above described property, as the same may be amended from time to time, said Declaration and any such Supplementary Declaration (hereinafter jointly and individually referred to as "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 members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the property rights of the members of the Association as provided in Article IV of the Declaration;

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 an instrument has been signed by members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class A Lot and Class B Lot, 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 consent of the members as provided in paragraph (d) above;

G. annex additional residential property and Common Area pursuant to the provisions of Article II, Section 2, of the Declaration; and

H. have and 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.

I. no substantial part of the activities of the Corporation will be the carrying on of propoganda, or otherwise attempting to influence legislation, and the Corporation will not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation will not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(7) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

#### ARTICLE IV

##### FINANCE

This corporation is a non-stock corporation and no part of the profits (if any) of the corporation shall inure to the pecuniary benefit of its members or to any other person.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

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.

The voting rights of the membership shall be provided in the Declaration and By-Laws of the Corporation.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of four (4) 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>
R. Stephen Pace	6719-C Fairview Road Charlotte, N.C. 28210
Tom Scott	145 Scaleybark Road Charlotte, N.C. 28209
Paul Swearingen	Suite 200 9101 Southern Pines Blvd. Charlotte, N.C. 28217
Chip Harris	4501 Cove Ridge Lane Charlotte, N.C. 28212

#### ARTICLE VII

##### DISSOLUTION

The Association may be dissolved only upon the signed written assent of the members entitled to not less than three-fourths (3/4) of the votes appurtenant to each Class A and Class B Lot. 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 VIII

##### DURATION

The period of existence of this corporation is unlimited.

#### ARTICLE IX

##### AMENDMENTS

Amendment to these Articles shall require the assent of the members entitled to at least three-fourths (3/4) of the entire vote of the membership.

ARTICLE X

FHA/VA APPROVAL

As long as there is 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.

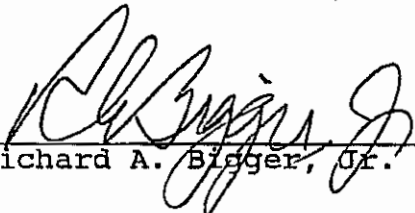
ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows:

Richard A. Bigger, Jr. 810 Baxter Street  
Charlotte, North Carolina 28202

IN WITNESS WHEREOF, I, the undersigned incorporator have hereunto set my hand and seal this 23<sup>d</sup> day of FEBRUARY, 1988.


  
Richard A. Bigger, Jr. (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Joan O. Garner, a Notary Public for said County and State do hereby certify that Richard A. Bigger, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 23rd day of February, 1988.

  
Notary Public

My Commission Expires:  
10/17/89

BEING the same property conveyed to JTR Land Partnership by five (5) Deeds recorded in the Mecklenburg Public Registry, as follows: (1) Deed from William M. Holbrook and wife, Anna B. Holbrook, et al, recorded in Deed Book 4929, at Page 485; (2) Deed from J. W. Porter and wife, Carol M. Porter, recorded in Deed Book 4962, at Page 20; (3) Deed from T. A. Little, Jr. and wife, Shirley B. Little, et al, recorded in Deed Book 4921, at Page 953; (4) Deed from Sherwood Benfield, recorded in Deed Book 4913, at Page 765; and (5) Deed from J. R. Snyder, recorded in Deed Book 4954, at Page 596, and being more particularly described as follows:

BEGINNING at a point in the center line of the 100 foot right-of-way of York Road (NC Highway #49), said point marking the common front corner of the properties conveyed to JTR Land Partnership by two

(2) Deeds recorded in the Mecklenburg Public Registry, as follows:

(1) Deed from William M. Holbrook and wife, Anna B. Holbrook, et al, recorded in Deed Book 4929, at Page 485; and (2) Deed from J. W. Porter and wife, Carol M. Porter, recorded in Deed Book 4962, at Page 20, said point also being located 3700 feet in a southwesterly

direction as measured along the said center line of the 100 foot right-of-way of York Road from its point of intersection with the center line of Moss Road (State Road #1122); and running thence from said point or place of BEGINNING with the center line of the said

100 foot right-of-way of York Road, N. 54-13-30 E. 444.51 feet to a point; thence, S. 45-03-14 E. 569.53 feet to an old concrete monument; thence, N. 50-43-28 E. 513.48 feet to an iron; thence,

S. 13-55-58 E. 623.15 feet to an old iron; thence, N. 82-18-58 E. 292.12 feet to a point, marking the northwesterly corner of the

property conveyed to JTR Land Partnership by Deed from T. A. Little, Jr. and wife, Shirley B. Little, et al, recorded in the Mecklenburg Public Registry in Deed Book 4921, at Page 953; thence, N. 81-19-11 E. 1839.32 feet to a point in the center line of Moss Road, said

point being located 1549 feet as measured in a southerly direction along the center line of Moss Road from its point of intersection with the center line of York Road; thence, with the center line of Moss Road S. 00-05-11 W. 880.07 feet to a point, marking the

northeasterly corner of the property of Carl Edward Eaton, III and wife, Amelia Gay Eaton (now or formerly; see Deed recorded in the Mecklenburg Public Registry in Deed Book 3894, at Page 969); thence,

with three (3) lines of the said Eaton property, as follows: (1) S. 84-48-41 W. 362.46 feet to a point; (2) S. 00-05-11 W. 120.35 feet to a point; and (3) N. 84-49-04 E. 363.61 feet to a point in the center line of Moss Road; thence, with the center line of Moss Road in six (6) courses and distances, as follows: (1) S. 00-05-11 W. 60.80 feet to a point; (2) S. 00-23-43 E. 181.11 feet to a point; (3) S. 04-20-08 E. 147.75 feet to a point; (4) S. 11-57-08 E. 110.22 feet to a point; (5) S. 18-34-29 E. 124.59 feet to a point; and (6) S. 22-25-30 E. 82.20 feet to a point, marking the northeasterly corner of the property of Henry E. Whitmire and wife, Marcia W. Whitmire (now or formerly; see Deed recorded in the Mecklenburg Public Registry in Deed Book 4683, at Page 505); thence, with two

(2) lines of the said Whitmire property, as follows: (1) S. 78-02-22 W. 269.58 feet to an old iron; and (2) S. 10-18-05 E. 195.55 feet to an old iron; thence, S. 70-15-43 W. 1132.73 feet to an old iron in one of the lines of the property conveyed to JTR Land Partnership by Deed from William M. Holbrook and wife, Anna B. Holbrook, recorded in the Mecklenburg Public Registry in Deed Book 4929, at Page 485; thence, with four (4) lines of the said property formerly belonging to Holbrook, as follows: (1) S. 09-19-07 E. 96.89 feet to an old iron; (2) S. 70-01-42 W. 981.40 feet to an old iron; (3) S. 15-25-47 W. 1099.11 feet to a cedar; and (4) S. 82-12-38 W. 229.02 feet to a point, marking the most northerly corner of the property conveyed to JTR Land Partnership by Deed from J. R. Snyder, recorded in the

with three (3) of the lines of the said property formerly belonging to J. R. Snyder, as follows: (1) S. 22-02-21 E. 560.27 feet to a point in the center line of Choate Circle; (2) with the center line of Choate Circle, N. 62-30-53 W. 238.90 feet to a point, said point being located 126.62 feet as measured in a southeasterly direction along the said center line of Choate Circle from its point of intersection with the center line of Smith Road; and (3) N. 22-02-21 W. 417.93 feet to a point; thence, continuing with the lines of the said property formerly belonging to Holbrook in five (5) courses and distances, as follows: (1) S. 82-12-38 W. 241.52 feet to an old iron; (2) N. 10-58-04 W. 931.39 feet to a point; (3) N. 12-08-33 W. 920.35 feet to an old iron; (4) N. 35-33-34 W. 1794.05 feet to a point in the center line of the 100 foot right-of-way of York Road; and (5) with the center line of the 100 foot right-of-way of York Road, N. 54-07-29 E. 1245.43 feet to the point or place of BEGINNING, containing 237.783 acres, all as shown on blueprint of boundary survey for J. Kenneth Dowd, Jr. and wife, Linda M. Dowd and R. Stephen Pace and wife, Jacquelyn S. Pace, dated October 28, 1985, by David M. Lucas, N.C.R.L.S., reference to which is hereby made.

## SCHEDULE A

TO LOCATE THE POINT OF BEGINNING, begin at a point in the centerline of Choate Circle (S.R. #1122), said point marking the southeasterly corner of the property conveyed to JTR Land Partnership by Deed recorded in the Mecklenburg Public Registry in Deed Book 4954, at Page 596; thence, run two (2) courses and distances, as follows: (1) with the easterly line of the said property of JTR Land Partnership, N. 19-55-10 W. 537.93 feet to a point; and (2) N. 82-12-42 E. 229.0 feet to an iron, marking the point of BEGINNING; and running thence N. 15-26-50 E. 1,099.71 feet to an iron; thence, N. 70-00-28 E. 982.05 feet to an iron in or near a creek; thence, N. 09-11-04 W. 97.08 feet to an iron in or near the said creek; thence, N. 70-14-57 E. 8.74 feet to a point in or near the said creek; thence, S. 15-55-11 E. 223.45 feet to another point in or near the said creek; thence, with a portion of the northerly line of the property of Samuel C. Capps (now or formerly), S. 67-35-00 W. 584.75 feet to an iron; thence, with the westerly lines of the said Samuel C. Capps property in two (2) courses and distances as follows: (1) S. 06-20-09 E. 663.61 feet to an iron; and (2) S. 06-03-31 E. 298.18 feet to an iron in the northerly line of the property of Waddell-Rubin (now or formerly); thence, with the said northerly line of the property of Waddell-Rubin, S. 83-07-20 W. 839.99 feet to the point or place of BEGINNING, containing 17.240 acres, all as shown on blueprint of boundary survey, dated July 31, 1987, by John R. Yarbrough & Associates, Inc. (John R. Yarbrough, N.C.R.L.S.) for "Pace-Dowd Ltd.", reference to which is hereby made.



TO LOCATE THE POINT OF BEGINNING, begin at a point in the centerline of Choate Circle, said point marking the southeasterly corner of the tract of land conveyed to JTR Land Partnership by Deed recorded in the Mecklenburg Public Registry in Deed Book 4954, at Page 596; thence, run three (3) courses and distances as follows: (1) with the easterly line of the said property of JTR Land Partnership, N. 19-55-10 W. 537.93 feet to a point; (2) N. 82-12-42 E. 229.0 feet to an iron, marking a corner of the property of Frances A. Eaton (now or formerly); and (3) with a line of the said property of Frances A. Eaton, N. 83-07-20 E. 839.99 feet to an iron, the point or place of BEGINNING; and running thence with three (3) lines of the said property of Frances A. Eaton, as follows: (1) N. 06-03-31 W. 298.18 feet to an iron; (2) N. 06-20-09 W. 663.61 feet to an iron; and (3) N. 67-35-00 E. 584.75 feet to a point in a creek; thence, with said creek in a southerly direction, six (6) courses and distances as follows: (1) S. 15-55-13 E. 113.71 feet to a point; (2) S. 01-31-21 W. 68.23 feet to an iron; (3) S. 19-38-41 E. 373.35 feet to a point; (4) S. 12-38-41 E. 349.90 feet to a point; (5) S. 23-38-41 E. 158.68 feet to a point; and (6) S. 36-54-52 E. 91.30 feet to a point in the northerly line of the property of Waddell-Rubin (now or formerly); thence, with a portion of the said northerly line of the property of Waddell-Rubin in two (2) courses and distances, as follows: (1) S. 83-32-47 W. 499.50 feet to an iron; and (2) S. 83-18-27 W. 291.48 feet to the point or place of BEGINNING, containing 15.756 acres, all as shown on blueprint of survey dated July 31, 1987, of John R. Yarbrough & Associates (John R. Yarbrough, N.C.R.L.S.), for "Pace-Dowd Ltd.", to which reference is hereby made.