

NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

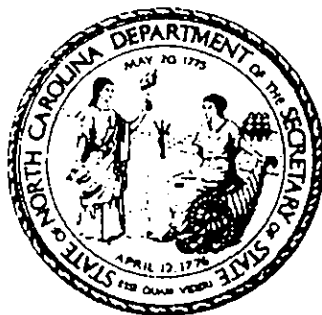
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

WESTON GLEN HOMEOWNERS ASSOCIATION, INC.

the original of which was filed in this office on the 14th day of April, 2003.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of April, 2003

Elaine F. Marshall

Secretary of State

ARTICLES OF INCORPORATION
FOR
WESTON GLEN HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

The name of the corporation shall be:

"WESTON GLEN HOMEOWNERS ASSOCIATION, INC." and is hereinafter referred to as the "Association".

ARTICLE II

The Association is organized pursuant to the provisions of: (a) the North Carolina Nonprofit Corporation Act, and (b) the provisions of that certain Declaration of Covenants and Restrictions for Weston Glen, to be recorded with the Register of Deeds of Mecklenburg County, North Carolina, hereinafter referred to as the "Declaration".

ARTICLE III

The purposes for which the Association is organized are to provide the enforcement of the covenants and restrictions set forth in the Declaration and to levy assessments against the members of the Association in accordance with the terms and provisions of the Declaration in order to raise the funds required by the Association to defray the expenses which the Association shall incur in carrying out such purposes.

The Association is not organized for, and shall not be operated for, pecuniary gain or profit. No part of the net earnings of the Association shall inure to the benefit of any private individual.

ARTICLE IV

The duration of the Association shall be perpetual.

ARTICLE V

Each natural person, corporation, trust, partnership or other legal entity who shall own of record a fee or undivided fee interest in any "Lot" (as defined in the Declaration) (as defined in the Declaration) located on such Lot shall automatically be a member of the Association; provided, however, that any natural person, corporation, trust, partnership or other legal entity who owns such interest merely as security for the performance of an obligation shall not be a member of the Association. Such membership shall be appurtenant to, and shall not be separated from, the record ownership of the Lot located thereon, and the transfer of record of an ownership interest in any Lot located thereon shall automatically transfer membership in the Association.

The Association shall have two classes of membership: Class A and Class B. The Class A members shall be all those persons holding an interest required for membership in the Association, as hereinabove provided, except for the Class B member. Until such time as the Class A members shall be entitled to full voting privileges, as hereinbelow described, the Class A membership shall be a non-voting membership except as to such matters and in such events as are hereinafter specified.

The Class A members shall be entitled to voting privileges on the earlier of the following dates to occur: (i) the date on which seventy five (75%) of the Lots shall no longer be owned by the Declarant, (ii) the date which the "Declarant" (as that term is defined in the Declaration) may so designate by notice in a writing delivered to the Association; or (iii) April 1, 2011. Before the earliest of these dates to occur, the Class A members shall be entitled to vote only on (a) any

proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the "Common Elements" (as that term is defined in the Declaration); (c) any proposal pursuant to the Declaration to amend the Declaration; (d) any proposal to modify or amend these Articles of Incorporation or the Bylaws and (e) any other matter for which it is specifically provided in the Declaration, or for which it is provided by law, that approval of each and every class of membership of the Association is required. When entitled to vote, Class A members shall be entitled to cast one vote for each Lot in which they hold an interest required for membership, as hereinabove provided. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. At such time as the Class A members shall be entitled to full voting privileges, as hereinabove provided, the Class B membership shall automatically terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership, as hereinabove provided.

From and after the date on which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

ARTICLE VI

The Executive Board of the Association shall be elected in the manner set forth in the Bylaws of the Association.

ARTICLE VII

The mailing address of the initial principal office of the Association and the address of the initial registered office of the Association shall be 11121 Carmel Commons Boulevard, Suite 450, Charlotte, Mecklenburg County, North Carolina 28226.

The initial registered agent of the Association at such address shall be David Cushing.

ARTICLE VIII

The initial Executive Board of the Association shall be composed of three (3) persons and the name and address of each person who is to serve as a member thereof is as follows:

David Cushing
11121 Carmel Commons Boulevard, Suite 450
Charlotte, North Carolina 28226

Ronda McKenzie
11121 Carmel Commons Boulevard, Suite 450
Charlotte, North Carolina 28226

Scott Binder
11121 Carmel Commons Boulevard, Suite 450
Charlotte, North Carolina 28226

ARTICLE IX

The name and address of the incorporator is H. David Powell, Esq., 2600 One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28202-6038.

ARTICLE X

Until such time as the Class B membership shall terminate and cease to exist, and for so long as any mortgage on any home located on any Lot is approved by the U.S. Department of Veterans Affairs ("VA") for a loan guarantee, and for so long as any Mortgage located on any Lot is approved