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State of North Carolina
Department of the Secretary of State

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Elaine F. Marshall
North Carolina Secretary of State

ARTICLES OF MERGER

Pursuant to §55A-11-04 of the General Statutes of North Carolina, Westpark Community Association, Inc., the undersigned corporation as the surviving corporation in a merger, hereby submits the following Articles of Merger:

1. The name of the surviving corporation is Westpark Community Association, Inc., a nonprofit corporation organized under the laws of the State of North Carolina. The name of the merged corporation is Cottages at Westpark Association, Inc., a nonprofit corporation organized under the laws of the State of North Carolina.

2. Attached is a copy of the Plan of Merger that was duly adopted in the manner prescribed by law by the Board of Directors of each of the corporations participating in the merger.

3. The Plan of Merger was approved by the members of the surviving corporation as required by the North Carolina Nonprofit Corporation Act.

4. The Plan of Merger was approved by the members of the merged corporation as required by the North Carolina Nonprofit Corporation Act.

5. Approval by some person or persons other than the members or the Board of Directors of the surviving and merged corporations is not required.

5. These articles will be effective upon filing with the North Carolina Secretary of State.

This the 6 day of March, 2000.

Westpark Community Association, Inc.

By: Dennis R. Culin
President DENNIS R. CULIN

AGREEMENT AND PLAN OF MERGER
BETWEEN
WESTPARK COMMUNITY ASSOCIATION, INC.
AND
COTTAGES AT WESTPARK ASSOCIATION, INC.

This Agreement and Plan of Merger (hereinafter referred to as the "Agreement") made and entered into this 6 day of March 2000, by and between Westpark Community Association, Inc. (sometimes hereinafter, the "Surviving Corporation"), a North Carolina corporation, and Cottages at Westpark Association, Inc. (sometimes hereinafter, the "Merged Corporation"), a North Carolina corporation (said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations"):

WITNESSETH:

WHEREAS, Westpark Community Association, Inc. is a nonprofit membership corporation duly organized and validly existing under the laws of the State of North Carolina; and

WHEREAS, Cottages at Westpark Association, Inc. is a nonprofit membership corporation duly organized and validly existing under the laws of the State of North Carolina; and

WHEREAS, the members of Cottages at Westpark Association, Inc., a sub-association or neighborhood association within the Westpark Planned Urban Development, are presently members of Westpark Community Association, Inc.; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations deem it advisable and for the benefit of each the Constituent Corporations and their respective members that Cottages at Westpark Association, Inc. merge itself into Westpark Community Association, Inc.

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the conditions and restrictions hereinafter set forth, that Cottages at Westpark Association, Inc. be merged into Westpark Community Association, Inc., the corporate existence of which shall be continued under the same name, to wit, Westpark Community Association, Inc., and thereafter the individual existence of Cottages at Westpark Association, Inc. shall cease. The terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner and basis of converting memberships of the Merged Corporation into memberships in the Surviving Corporation shall be as follows:

1.

The filing of the Articles of Merger with the Secretary of State and the recordation of the Certificate of Merger with the Wake County Register of Deeds shall be accomplished as soon as feasible and practicable following the execution of this Agreement. All other acts and things required to be done in order to make this Agreement effective shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event later than the date of filing the Articles of Merger, which is the effective date of the merger (hereinafter, the "Effective Date").

2.

The Articles of Incorporation of Westpark Community Association, Inc., as existing and as heretofore amended, shall on the Effective Date of the merger be the Articles of Incorporation of the Surviving Corporation; provided, however, that the real property described in the "Exhibit A" which is attached hereto and incorporated by reference herein (being the same exhibit which is attached to the Declaration of Covenants, Conditions and Restrictions for The Cottages at

Westpark, recorded in Book 6372, Page 238 of the Wake County Registry (sometimes hereinafter, the "Declaration for the Cottages")), shall be added to and become a part of the real property described in the Exhibit A which is attached to the Articles of Incorporation for Westpark Community Association, Inc., and the real property described in the "Exhibit A" attached hereto shall become a part of the "properties" or "property" as those terms are used and defined in such Articles of Incorporation, and such Articles of Incorporation shall be deemed amended to the extent necessary to accomplish this intent.

3.

The Bylaws of Westpark Community Association, Inc., as existing and as heretofore amended, shall on the Effective Date of the merger be the Bylaws of the Surviving Corporation; provided, however, that the real property described in the "Exhibit A" which is attached hereto and incorporated by reference herein (being the same which is attached to the Declaration for the Cottages), shall be added to and become a part of the "Properties" as that or other similar term is used and defined in the Bylaws of Westpark Community Association, Inc. and such Bylaws shall be deemed amended to the extent necessary to accomplish this intent.

4.

Upon the Effective Date of the merger, each "Type A" membership in the Merged Corporation (there no longer being any "Type B" membership in the Merged Corporation) shall be converted to "Type A" membership in the Surviving Corporation, with the result that each such member of the Merged Corporation shall become a "Type A" member of the Surviving Corporation, with all of the privileges and benefits of a member of the Surviving Corporation and subject to all of the obligations, conditions and restrictions of a member of the Surviving Corporation.

5.

Members of that are already subject to the Declaration of Covenants, Conditions and Restrictions for the Cottages at Westpark, Inc., recorded in Book 6372, Page 238 of the Wake County Registry, as existing and as heretofore amended , and to the duly promulgated rules and regulations or architectural standards or guidelines of Cottages at Westpark Association, Inc., shall continue, in all respects, to be subject to such covenants, conditions, restrictions, rules and regulations, and architectural standards and guidelines; provided that any reference in such instruments or documents to the "Association" shall, upon the Effective Date of the merger, thereafter mean and refer to Westpark Community Association, Inc. The Surviving Corporation may impose assessments upon its members that are subject to the Declaration for the Cottages, pursuant to such restrictive covenants, and may continue to impose assessments upon those members pursuant to the Declaration of Covenants, Conditions and Restrictions of Westpark Community Association, Inc., recorded in Book 4715, Page 407 of the Wake County Registry.

6.

Members of that are already subject to the Declaration of Covenants, Conditions and Restrictions of Westpark Community Association, Inc., recorded in Book 4715, Page 407 of the Wake County Registry, as existing and as heretofore amended (sometimes hereinafter, "Westpark Declaration") and the duly promulgated rules and regulations or architectural standards or guidelines of Westpark Community Association, Inc., shall continue, in all respects, to be subject to such covenants, conditions, restrictions, rules and regulations, and architectural standards and guidelines.

7.

Members will continue to be subject to the applicable protective and restrictive covenants of the individual neighborhoods and subdivisions in which they own property.

8.

Upon the Effective Date of the merger, the directors of the Surviving Corporation shall be the persons who are presently serving as directors for the Surviving Corporation, whose names and addresses are as follows

Names of Directors:

Address:

See Exhibit B which is attached hereto and incorporated by reference herein.

The foregoing persons shall continue to hold office until the next annual meeting of the members of the Surviving Corporation and until their respective successors are elected and take office in accordance with the Bylaws of the Surviving Corporation. If, on the Effective Date of the merger, any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation.

9.

Upon the Effective Date of the merger, Cottages at Westpark Association, Inc., as the Merged Corporation, shall merge into Westpark Community Association, Inc., as the Surviving Corporation, and the separate existence Cottages of Westpark Association, Inc. shall cease, and in accordance with the terms of this Agreement: (a) the title to all real estate and other property, and all interests in real or personal property, owned or held by the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment, including without limitation all Common Areas and Restricted Common Areas, as those terms are used and defined in the

Declaration for the Cottages or Westpark Declaration and as shown on any recorded plat or map of the Property subject to the Declaration for the Cottages (including, without limitation, those plats recorded in Book 1995, Page 166 and in Book 1997, Page 610, Wake County Registry), and including that certain property conveyed to Cottages at Westpark Association, Inc. by Deeds recorded in Book 6722, Page 943 and in Book 7515, Page 345, each of the Wake County Registry;

(b) the Surviving Corporation shall have all of the assets and liabilities of the Merged Corporation;

(c) any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; (d) any reference in such instruments or documents to the "Association" shall, upon the Effective Date of the merger, thereafter mean and refer to Westpark Community Association, Inc.; (e) Westpark Community Association, Inc., as the Surviving Corporation, shall have all of the rights, duties, powers and obligations granted to or imposed upon Cottages at Westpark Community, Inc. by the Declaration for the Cottages, or by any duly promulgated rules and regulations or architectural standards or guidelines of Cottages at Westpark Association, Inc., and shall administer the provisions of the Declaration for the Cottages and any applicable supplemental Declarations, if any, affecting the portions of the Property described in such Declaration, as provided in Article II, Section 4 of the Declaration for the Cottages, including without limitation all obligations to maintain and improve the Common Areas and Landscaped Right-of-Ways, as provided by Article IV, Section 4 of the Declaration for the Cottages and otherwise and including, but not limited to, all rights and powers over assessments and architectural control; and (f) the Articles of Incorporation of the Surviving Corporation shall be deemed amended to the extent provided herein.

10.

Upon the Effective Date of the merger, Westpark Community Association, Inc. shall take title and possession of all tangible and intangible assets, income, funds on hand, reserves funds or reserve accounts, and other similar funds, accounts and assets of Cottages at Westpark Association, Inc., including accounts receivable for assessments imposed by Cottages at Westpark Association, Inc. but not collected, and such assets and funds shall be held by Westpark Community Association, Inc., in accounts separate and apart from Westpark Community Association, Inc.'s other accounts, for the exclusive use and benefit of the persons who own lots subject to the Declaration for the Cottages, including the maintenance of all Common Areas or Restricted Common Areas within the Properties described in the Declaration for the Cottages. Further, upon the Effective Date of the merger, Westpark Community Association, Inc. shall maintain books and financial documents for the lots which are subject to the Declaration for the Cottages, which books and documents shall be separate and apart from such books and financial documents otherwise maintained by Westpark Community Association, Inc. prior to the merger, in such a manner that separate expenses can be readily determined for those lots which are subject to the Declaration for the Cottages.

11.

At any time before or after approval and adoption by the Constituent Corporations, and prior to the filing of the Articles of Merger, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in

accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, Westpark Community Association, Inc. and Cottages at Westpark Association, Inc. have each caused this Agreement and Plan of Merger to be executed on their respective behalves and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on this the 6 day of March, 2000, 2000.

ATTEST:

Jo Ellen Dinger
Secretary

WESTPARK COMMUNITY ASSOCIATION, INC.

BY: Dennis D. Culin
President

ATTEST:

[Signature]
Secretary

COTTAGES AT WESTPARK ASSOCIATION, INC.

BY: Jennifer B. Fernald
President

North Carolina
Wake County

I, Donna M. Grossman, a Notary Public for said County and state, do hereby certify that Jo Ellen Dinger, Dennis D. Culin, Teresa Angeli and Jennifer B. Fernald personally appeared before me this day and acknowledge the due execution of the foregoing instrument.
Witness my hand and official seal, this the 6th day of March, 2000.

Donna M. Grossman

My Commission Expires 10-15-2001

EXHIBIT A

TRACT 1:

BEING ALL OF TRACT 1, containing 1.338 acres on plat entitled "CLUBHOMES, WESTPARK PUD, Township: White Oak, County: Wake, North Carolina", dated 8/2/94 and recorded in Book of Maps 1994, Page 1289, Wake County Registry. See Also map recorded in Book of Maps 1994, Page 1835, Wake County Registry.

TRACT 2:

BEING ALL OF TRACT 2 containing 2.061 acres as shown on plat entitled "CLUBHOMES WESTPARK, P.U.D., Township: White Oak, County: Wake, North Carolina", dated 8/2/94 and recorded in Book of Maps 1994, Page 1289, Wake County Registry. See also map recorded in Book of Maps 1994, Page 1835, Wake County Registry.

EXHIBIT B

| | | |
|----------------------------------|-----------------------|----------------|
| 1) Dennis D. Culin - (President) | 101 Park Canyon Lane | Apex, NC 27502 |
| 2) Jo Ellen Dinger - (Secretary) | 105 Park Walk Court | Apex, NC 27502 |
| 3) Ian Dunbar - (Treasurer) | 115 Park Crest Drive | Apex, NC 27502 |
| 4) Rodney Morton - (Vice Pres.) | 210 Park Knoll Lane | Apex, NC 27502 |
| 5) Jennifer Fernald | 102 Park Oaks Court | Apex, NC 27502 |
| 6) Anderson Jones | 103 Park Arbor Lane | Apex, NC 27502 |
| 7) Joseph Mecca | 209 Park Meadow Drive | Apex, NC 27502 |
| 8) Mark A. Howard | 100 Park Bow Court | Apex, NC 27502 |