



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

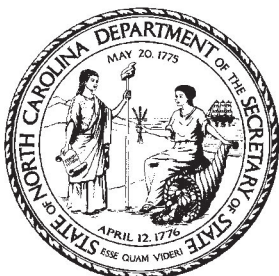
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

THE TOWNES AT BRIGHTWOOD FARM OWNER'S ASSOCIATION, INC.

the original of which was filed in this office on the 10th day of July, 2024.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of July, 2024.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
OF
THE TOWNES AT BRIGHTWOOD FARM OWNER'S ASSOCIATION, INC.

A NORTH CAROLINA NONPROFIT CORPORATION

Pursuant to § 55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

ARTICLE I
NAME

The name of the Corporation is THE TOWNES AT BRIGHTWOOD FARM OWNER'S ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation duly incorporated and organized pursuant to Chapter 55A of the General Statutes of North Carolina.

ARTICLE III
INITIAL REGISTERED OFFICE

The street address, mailing address and county of the initial registered office of the Association is: 8041 Arco Corporate Drive, #110, Raleigh, North Carolina 27617, Wake County.

ARTICLE IV
INITIAL REGISTERED AGENT

The name of the initial registered agent is Catherine Walden.

ARTICLE V
PRINCIPAL OFFICE

The street address and mailing address of the principal office of the Association is 8041 Arco Corporate Drive, #110, Raleigh, North Carolina 27617, Wake County.

ARTICLE VI
INCORPORATOR

The name and address of the incorporator is Forestar (USA) Real Estate Group Inc., Jason Rivenbark, Vice President, Real Estate Investments & Development, Carolina East, 8041 Arco Corporate Drive, #110, Raleigh, North Carolina 27617.

ARTICLE VII
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, beautification and harmony of properties within that certain tract or tracts of property described as The Townes at Brightwood Farm, more particularly described in the Declaration of Covenants, Conditions and Restrictions for The Townes at Brightwood Farm, recorded at Book 8841, Page 2129, Guilford County, North Carolina, Registry (the "Declaration"), and to promote the health, safety, and welfare of the occupants within the above described property and; accordingly to perform each of the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and as the same may be amended from time to time as therein provided, said Declaration being incorporated as if fully set forth herein;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments; to pay all 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) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of North Carolina by law may now or hereafter have or exercise.

This corporation is organized and shall be operated exclusively as a property owners association and not for profit. No part of the earnings of this corporation or the funds contributed by any person or corporation shall inure to the benefit of any director, officer, or Member of the corporation, or any private individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Association property, and other than by a rebate of excess membership dues, fees, or assessments), except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes.

In order to properly prosecute the objects and purposes set forth herein, this corporation shall have all the powers vested in corporations by the laws of the State of North Carolina, Chapter 55A, and other laws relating to corporations which may appear in the General Statutes of North Carolina, together with all amendments thereto, past and future, which powers shall include, but shall not be limited by nor shall such powers be deemed as exclusive of other powers vested in the corporation, the foregoing powers stated above.

ARTICLE VIII
MEMBERSHIP

The Association shall have members as provided in Article IV of the Declaration. Concurrently with and as an incident to ownership of a Lot, each Owner automatically shall become a "Member" of the Association, and by accepting a deed conveying to such Owner title to a Lot, each Lot Owner consents to becoming a Member of the Association. Membership in the Association shall be appurtenant to ownership and no incidence of such membership may be severed from such ownership or otherwise held separately therefrom. Immediately and automatically upon any person ceasing to be an Owner, the membership of such Person in the Association shall also immediately and automatically terminate. Provided, however, such termination shall not, to any extent, extinguish, relieve or reduce any accrued liabilities or obligations of the former Member to the Association, or impair any rights, remedies or recourse which the Association or any other Member has with respect to the former Member.

ARTICLE IX
VOTING RIGHTS

Voting rights in the Association shall be governed by Article IV of the Declaration. When a Lot is owned by more than one Member, all such Members collectively shall be considered as a single member for purposes of voting, and they may cast one vote per Lot in such manner as they may determine between or among themselves, except that in no event shall such votes with respect to such jointly owned Lot be split or cast separately.

ARTICLE X
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by the Declarant during the Declarant

Control Period who need not be Members. Following the termination of the Declarant Control Period as set forth in Article II, Section 8 of the Declaration, the Board shall increase to a staggered Board of three (3), all as provided in Article IV, Section 2 of the Bylaws.

The initial Board of Directors shall be as follows:

Megan Lynn Mueller	8041 Arco Corporate Drive, #110 Raleigh, NC 27617
Jason Rivenbark	8041 Arco Corporate Drive, #110 Raleigh, NC 27617
Catherine Walden	8041 Arco Corporate Drive, #110 Raleigh, NC 27617

ARTICLE XI
LIMITATIONS ON LIABILITY

No director of the corporation shall be personally liable for monetary damages for breach of any duty as a director except (i) acts or omissions occurring prior to the date of the effectiveness of these Articles of Incorporation, (ii) acts or omissions that the director at the time of the breach knew or believed were clearly in conflict with the best interests of the corporation, (iii) any liability under §55A-8-32 or §55A-8-33 of the North Carolina General Statutes or any successor provisions, or (iv) any transaction from which the director derived an improper personal financial benefit. As used herein, the term “improper personal financial benefit” does not include a director’s reasonable compensation or other reasonable incidental benefit for or on account of his or her service as a director, trustee, officer, employee, independent contractor, attorney or consultant of the corporation. The corporation shall indemnify to the full extent permitted under Chapter 55A of the North Carolina General Statutes all directors and officers of the corporation against liability and expenses in any proceeding arising out of their status as a director and/or officer of the

corporation or their activities in the capacity of a director and/or officer of the corporation. However, the foregoing indemnification shall not apply to (i) acts or omissions that, at the time taken, the director or officer knew or believed to be clearly in conflict with the best interests of the corporation; or (ii) any activity from which the director or officer received an improper personal benefit. The corporation shall reimburse any director or officer for all reasonable costs, expenses and attorney's fees incurred in connection with the enforcement of such director's or officer's right to indemnification.

Notwithstanding the foregoing, if any provision of the North Carolina General Statutes is amended or enacted to permit further limitation, elimination or indemnification of the personal liability of a director or officer of the corporation, the personal liability of the directors and officers of the corporation shall be limited, eliminated or indemnified to the fullest extent permitted by the applicable law.

This Section XI does not affect a provision permitted under the North Carolina General Statutes, these articles and the corporation's bylaws, or contract or resolution of the corporation indemnifying or agreeing to indemnify a director against personal liability.

Any repeal or modification of this Section XI shall not adversely affect any limitation hereunder on the personal liability or indemnification of a director or officer with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE XII **DURATION AND DISOLUTION**

The Association shall exist perpetually. 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. The Association shall not enter into voluntary dissolution without first having transferred its Disposal System, as defined in the Declaration, to some person, corporation or other entity acceptable to and approved by the North Carolina Environmental Management Commission, an agency of the State of North Carolina.

ARTICLE XII
AMENDMENTS

Amendment to these Articles shall be in accordance with the procedures set forth in N.C.G.S. §55A-10-02 and §55A-10-03.

This the 2 day of July, 2029

INCORPORATOR:

FORESTAR (USA) REAL ESTATE GROUP, INC.,

a Delaware corporation

By: 

Name: Jason Rivenbark

Title: Vice President, Real Estate Investments &

Development - Carolinas East