

ARTICLES OF INCORPORATION

OF

BARLOW OWNERS 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

CORPORATE NAME

The name of the corporation is **Barlow Owners Association, Inc.**, hereinafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 1330 Sunday Drive, Suite 101, Raleigh, Wake County, NC 27607.

ARTICLE III

REGISTERED AGENT

Capitol Corporate Services, Inc., whose address is 176 Mine Lake CT Ste 100, Raleigh, NC 27615 (Wake County), is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof and no part of the Association's net income shall inure to the benefit of any of its officers, directors or members or any other private individual. It is intended that this corporation (i) qualify as an exempt organization under the provisions of Chapter 55A of the North Carolina General Statutes (the "Non-Profit Corporation Act"), (ii) qualify as a Residential Owners' association under the provisions of Section 528 of the Internal Revenue Code, and (iii) be bound by and comply with the terms and provisions of Chapter 47F of the North Carolina General Statutes. The purposes and objects of the Association shall be to provide for administration, maintenance and preservation of the Common Areas within that certain property described as follows:

Lying and being in Wake County, North Carolina, and being more particularly described on Schedule A attached hereto and incorporated herein by reference, as well as any real property subsequently annexed into the Declaration (defined below);

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, Restrictions and Easements for Barlow (the "Declaration") applicable to the property and recorded or to be recorded in the Wake County Registry, 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 of, by any lawful means, all charges, assessments and fines 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, lease 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, in accordance with the Declaration, 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 its interest in the Common Areas to any public agency, authority, or utility (including any entity authorized by Wake County to supply cable television, phone and/or internet services) for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided, no such dedication or transfer shall be effective unless an instrument has been executed in accordance with the Declaration and the Bylaws of the Association; and

(f) 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

Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association under the Declaration shall be a voting 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. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association under the Declaration.

ARTICLE VI

BOARD OF DIRECTORS AND OFFICERS

The affairs of this Association shall be managed by a Board of at least one (1) director, who need not be a member of the Association. The number of directors may be increased up to a maximum of five (5) by a unanimous vote of the Board. Any other increase in the number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of both directors and officers of the Association until the selection of their successors are as follows (with officer positions denoted next to each name):

<u>Name</u>	<u>Address</u>
Thomas Helen – President	1330 Sunday Drive, Suite 101, Raleigh, NC 27603
Kristi Dillard – Vice President	1330 Sunday Drive, Suite 101, Raleigh, NC 27603
Jim Yuce – Secretary/Treasurer	1330 Sunday Drive, Suite 101, Raleigh, NC 27603

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Members holding not less than 80% of the voting interests in the Association and in strict compliance with the NC Planned Community Act. 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 corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

During the Declarant Control Period (as defined in the Declaration), these Articles may not be amended, changed or added to except by an amendment executed by Declarant (as defined in the Declaration). Any other amendment of these Articles shall require the assent of 67% of the voting interests in the Association.

ARTICLE X

INDEMNIFICATION

To the fullest extent permitted by applicable law, no director or officer of the corporation shall have any personal liability arising out of any action whether by or in the right of the corporation or otherwise for monetary damages for breach of any duty as a director or as an officer. Any repeal or modification of this Article X shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director or an officer with respect to acts or omissions occurring prior to such repeal or modification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The provisions of Sections 55A-8-50 through 55A-8-58 of the Non-Profit Corporation Act are hereby incorporated by reference and such provisions shall be deemed amended to conform with any subsequent amendments to Sections 55A-8-50 through 55A-8-58 of the Non-Profit Corporation Act.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator is as follows: Mark J. Hanson, 1420 E. 7th Street, Suite 100, Charlotte, NC 28204.

[signature appears on the following page]

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 25th day of October, 2022.

A handwritten signature in black ink that reads "Mark J. Hanson". The signature is written in a cursive style with a long horizontal flourish at the end.

Mark J. Hanson *Incorporator*