# 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**

**CITY WALK TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 17th day of February, 2017.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of February, 2017.

Elaine F. Marshall

**Secretary of State**

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Elaine F. Marshall
North Carolina Secretary of State
C2017 048 00201

# ARTICLES OF INCORPORATION
# FOR
# CITY WALK TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

Pursuant to §55A-2-02 of the North Carolina General Statutes, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a North Carolina non-profit corporation and hereby certifies:

## ARTICLE 1

## NAME

The name of the corporation is **CITY WALK TOWNHOMES HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association (once adopted) as the "Bylaws".

## ARTICLE 2

## PRINCIPAL OFFICE

The initial principal office of the Association is physically located at street address 909 Aviation Parkway, Suite 1500, Morrisville, Wake County, NC 27560. The mailing address for the initial principal office of the Association is Lennar Carolinas, LLC, 909 Aviation Parkway, Suite 1500, Morrisville, Wake County, NC 27560.

## ARTICLE 3

## REGISTERED AGENT AND ADDRESS

Cristina Hobbs is hereby appointed the initial Registered Agent of the Association. The initial Registered Agent's physical office address and its mailing address, is 909 Aviation Parkway, Suite 1500, Morrisville, Wake County, NC 27560.

## ARTICLE 4

## PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 47F of the North Carolina General Statutes, the North Carolina Planned Community Act (the "Act") for the ownership and operation of that certain common area and related real property located in Wake County, North Carolina, known or to be known as **CITY WALK TOWNHOMES** (the "Subdivision"). The Association does not contemplate pecuniary gain or profit to the Members thereof, and it is organized for non-profit purposes.

## ARTICLE 5

## DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants Conditions and Restrictions of City Walk Townhomes recorded or to be recorded in the Register of Deeds of Wake County, North Carolina (as amended from time to time, the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

## ARTICLE 6 POWERS

The powers of the Association shall include and be governed by the following:

6.1 General. The Association shall have all of the common law and statutory powers of a non-profit corporation under Chapter 55A of the North Carolina General Statutes and all of the common law and statutory powers of an "association" or as defined in the Act, except as otherwise stated in these Articles, the Declaration, the Bylaws or the Act (but inclusive of all powers described therein).

6.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as/if expressly limited by these Articles, the Bylaws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Subdivision pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments and other charges against members as lot owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas (and any other parts of the Subdivision to the extent provided in the Declaration) and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Area (and any other parts of the Subdivision to the extent provided in the Declaration), and insurance for the protection of the Association, its officers, directors and Lot Owners.

(e) To make, amend and enforce reasonable rules and regulations for the maintenance, conservation and use of the Common Area (and any other parts of the Subdivision to the extent provided in the Declaration) and for the health, comfort, safety and welfare of the Lot Owners.

(f) To approve or disapprove the transfer, ownership and possession of Lots as may be provided by the Declaration, if at all.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Common

Area (and any other parts of the Subdivision to the extent provided in the Declaration).

(h) To contract for the management and maintenance of the Common Area (and any other parts of the Subdivision to the extent provided in the Declaration) and to authorize a management agent (which may or may not be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area (and any other parts of the Subdivision to the extent provided in the Declaration) with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To grant and convey easements and licenses over Common Area (and any other parts of the Subdivision) to the extent provided in the Declaration.

(j) To employ personnel to perform the services required for the proper operation of the Common Area (and any other parts of the Subdivision to the extent provided in the Declaration).

(k) Such other powers as may be exercised by an association under the Act.

6.3 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise as described in the Declaration or the Bylaws or as authorized by North Carolina law.

6.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

## ARTICLE 7

## MEMBERS

7.1 Membership. The members of the Association shall consist of all of the record title owners of Lots in the Subdivision from time to time, and after termination of the Subdivision, shall also consist of those who were members at the time of such termination, and their successors and assigns.

7.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, each Lot shall have such voting interest as is set forth in the Declaration or the Bylaws, as

applicable. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

7.4 Meetings. The Bylaws shall provide for an annual meeting of members and may make provision for regular and special meetings of members other than the annual meeting.

## ARTICLE 8

## TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of North Carolina. The Association shall have perpetual existence.

## ARTICLE 9

## INCORPORATOR

The name and address of the Incorporator of this Corporation is:

| NAME | ADDRESS |
|---|---|
| Matthew G. St. Amand | St. Amand & Efird PLLC<br>3315 Springbank Lane, Suite 308<br>Charlotte, North Carolina 28226 |

## ARTICLE 10

## DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association except as/if provided in the Bylaws.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Lot Owners or the Declarant when such approval is specifically required under the Act, the Declaration, or the Bylaws.

10.3 Election; Removal. Directors of the Association shall be appointed, removed, and elected in the manner determined by and subject to the qualifications set forth in the Bylaws.

10.4 Term of Declarant's Directors. The Declarant of the Subdivision shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected or appointed and have taken office, as provided in the Bylaws, are as follows:

| NAME | ADDRESS |
|---|---|
| Cristina Hobbs | 909 Aviation Parkway, Ste. 1500, Morrisville, NC 27560 |
| Candice Blakeslee | 909 Aviation Parkway, Ste. 1500, Morrisville, NC 27560 |
| Bert Radford | 909 Aviation Parkway, Ste. 1500, Morrisville, NC 27560 |

## ARTICLE 11

## INDEMNIFICATION

Subsections 11.1 through 11.3 shall apply to the extent not inconsistent with North Carolina law.

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or on behalf of, the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association.

11.3 Indemnification for Expenses. To the extent that a director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter thereon, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

## ARTICLE 12

## AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided by Chapter 55A of the North Carolina General Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 55A of the North Carolina General Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Declarant Amendments. To the extent lawful, the Declarant may amend these Articles in accordance with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

12.4 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant and/or First Mortgagees, unless the Declarant and/or the First Mortgagees, as applicable, join in any such amendment. No amendment shall be made that is in conflict with the Bylaws or the Declaration. No amendment to this Section 12.4 shall be valid.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable North Carolina law.

IN WITNESS WHEREOF, the Incorporator has executed these Articles on February 17, 2017.

Matthew G. St. Amand

4838-5726-1087, v. 1



Certification# C201704800201-1 Reference# C201704800201- Page: 7 of 7