

ARTICLES OF INCORPORATION

OF

TRINITY BROWNSTONES OWNERS MASTER ASSOCIATION, INC.

PREAMBLE

Trinity Brownstones, LLC, hereinafter referred to as "Developer", owns certain property in Wake County, North Carolina, and Developer has recorded a Declaration of Covenant and Restrictions of Trinity Brownstones (the "Declaration") which affects the property. Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for forming a nonprofit corporation. This Association is being formed to administer the Declaration and to perform, among, other things, the duties and exercise the powers pursuant to the Declaration as recorded in Book 17117, Pages 841 through 867, and amended in Book 17282, Page 2534, of the Wake County Register of Deeds, North Carolina. All the definitions contained in the Declaration shall apply to these Articles, and to the Bylaws of the Association. Until the Declaration was so recorded, the incorporator was the sole member of the Association.

ARTICLE I

The name of the corporation shall be Trinity Brownstones Owners Master Association, Inc.

ARTICLE II

NON-PROFIT QUALIFICATIONS AND
APPLICABILITY OF NORTH CAROLINA
PLANNED COMMUNITY ACT

This corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for nonprofit purposes. 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 homeowners' 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 ("PCA"). No part of the net earnings of this corporation shall inure to the benefit of any private member or individual.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate a pecuniary gain of profit to the members thereof. The specific purposes for which the Master Association is formed are: (i) to own and maintain the Common Area (as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions for Trinity Brownstones Owners Association, Inc., recorded in the Wake County Registry, as from time to time amended, said document, together with all amendments thereto, if any, being hereinafter referred to as the "Declaration") within the subdivision known as Trinity Brownstones Owners Association, Inc., (hereinafter "Trinity Brownstones" or the "Development"); (ii) to provide for maintenance and preservation of portions of the Lots (as defined in the Declaration) within Trinity Brownstones and portion of the improvements constructed thereon; (iii) to provide for architectural control of improvements on the lots and the Common Area; and (iv) to enforce rules, regulations and restrictions

ARTICLE IV

REGISTERED AGENT AND REGISTERED OFFICE AND PRINCIPAL

The initial street and mailing address of the principal office of the registered office and the principal office of the Master Association is 4700 Falls of Neuse Road, Raleigh, NC 27609, Wake County, Carolina. The name of the initial registered agent is Larry L. Michael, Jr.

ARTICLE V

BOARD OF DIRECTORS

The affairs of this Master Association shall be managed by an initial board of three (3) Directors. Each director shall hold until the first annual meeting of the membership of the Master Association. The names and addresses of the three persons who are to serve as Directors until the organizational meeting of the membership of the Master Association, or until their successors are elected and qualified are:

Name:	Address:
Larry L. Michael, Jr.	4700 Falls of Neuse Road Raleigh, NC 27609
Jeremy Spivey	4700 Falls of Neuse Road Raleigh, NC 27609
Joshua Swindell	4700 Falls of Neuse Road Raleigh, NC 27609

ARTICLE VI

MEMBERSHIP, VOTING RIGHTS & ASSESSMENTS

This a non-stock corporation. The authorized number and qualifications of members of this corporation, the different classes of membership, if any, the property, voting rights and privileges of members, the liability of members for assessments, and the method of collection thereof shall be set forth in the Declaration and the bylaws to be adopted by the directors of this corporation. Every person who is a record owner of any lot is entitled to membership and voting rights in the corporation, as more particularly set forth in the bylaws and Declaration. Membership is appurtenant to, and may not be separated from, ownership of a lot.

ARTICLE VII DISSOLUTION

This corporation may be dissolved only in strict compliance with the provisions of the PCA. Any Amendment of these articles shall require the unanimous approval of the Board of Directors and the vote or written consent of sixty-seven percent (67%) of the voting power of this corporation. Upon dissolution of this corporation, other than incident to a merger if consolidation, at the election of the board of directors, (i) all of the residual assets of the corporation shall be distributed to the members of the corporation in proportion to the assessments collected from the members, or (ii) the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In connection with subsection (ii) above, if such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The period of the existence of the Master Association is perpetual.

ARTICLE IX

BYLAWS

The original bylaws of the Master Association shall be adopted by a majority of the initial board of directors of the corporation present at a meeting of the directors or by written consent in lieu thereof, and at which a majority of the directors are present, and thereafter, such bylaws may be altered and rescinded

ARTICLE X

PERSONAL LIABILITY; INDEMNIFICATION; INSURANCE

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 IX 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. This Article IX shall not impair any right to indemnity from the corporation that any director or officer may now or hereafter have, and, to the fullest extent permitted by the Non-Profit Corporation Act, (i) the corporation shall indemnify and hold harmless the directors and officers of the corporation who may be made a party to a proceeding because the individual is or was a director or officer of the corporation; and (ii) the corporation shall purchase and maintain directors' and officers' insurance on behalf of any person who is a director or officer of the corporation against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such. The provisions of Section 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 subsequent amendments to Sections 55A-8-50 through 55A-8-58 of the Non-Profit Corporation Act.

applicable to Development as set forth in the Declaration or adopted pursuant thereto, and for these purposes:

- (a) To exercise all power and privileges and perform all of the duties and obligations of the Master Association as set forth in the Declaration;
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments made pursuant to the terms of the Declaration;
- (c) To pay all expenses incurred in connection with collection of the charges and assessments as set forth in subparagraph (b) above, and pay all office and other expenses incident to the conduct of the business of the Master Association, including all taxes, licenses and other governmental charge, levied or imposed against property owned by the Master Association;
- (d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain and, subject to the provisions of the Zoning Ordinance of the City of Raleigh, or other governing body having jurisdiction, and of subparagraph (f) below, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) To borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debt incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members as provided for in the Declaration.
- (f) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of Lots agree to such dedication, sale or transfer and signify their agreement by a signed and recorded document. Nothing herein shall be deemed to prohibit the Board of Directors of the Master Association, without the consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewerage, utility (including CATV) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the owners of the lots with Trinity Brownstones and shall not be conveyed except to the City of Raleigh or to another non-profit corporation organized for similar purposes;
- (g) To participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes, provided that no such merger or consolidation be effective unless approved by Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Class of vote, at a regular or special meeting called for the purpose of voting on such merger or consolidation;
- (h) To the extent permitted by the City of Raleigh, exchange all or part of the Common Area for other property and consideration of like value and utility, which exchange may be approved by the Board of Directors without vote of the Members;
- (i) To have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of North Carolina by law may now or hereafter or exercise.

ARTICLE XI

INCORPORATOR

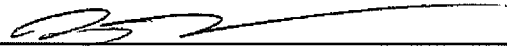
The name and address of the Incorporator is as follows:

Brian C. Setliff, Esq.

100 Connemara Drive, Ste. 120
Cary, NC 27519

IN WITNESS WHEREOF, for the purpose of forming this Master Association under the laws of the State of North Carolina, the undersigned has executed these Articles of Incorporation this 27 day of November, 2018.

The Setliff Law Firm, PLLC



Brian C. Setliff