

**ARTICLES OF INCORPORATION OF
ARBOR RIDGE II HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Nebraska Nonprofit Corporation Act, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation is Arbor Ridge II Homeowners Association, Inc., hereafter called the "Association."

ARTICLE II

Mutual Benefit Corporation

The Association is a mutual benefit corporation.

ARTICLE III

Principal Office

The principal office of the Association is located at 280 North 115th Street, Omaha, Nebraska 68154-2521.

ARTICLE IV

Registered Agent and Office

Elite Management Solutions, Inc. is hereby appointed the initial registered agent of this Association and the registered office of the Association is located at 280 North 115th Street, Omaha, Nebraska 68154-2521.

ARTICLE V

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 and architectural control of the residence Lots and Common Facilities (as those terms are defined in the Declaration of Covenants, Conditions, Restrictions and Easements of Part of Arbor Ridge II, recorded in the Register of Deeds of Douglas County, Nebraska as Instrument Number 2006022496 (as amended from time to time, the "Declaration") within that certain tract of property described as:

Lots 1 through 10, inclusive, 15 through 110, inclusive, and 150 through 158, inclusive all in Arbor Ridge 2nd Addition, a subdivision as surveyed, platted and recorded in Douglas County, and Lots 1 through 30, Arbor Ridge 2nd Addition Replat 1, a subdivision as surveyed, platted and recorded in Douglas County subject to change by any

annexations, detachments or other additions thereto made by the Declarant,

and to promote the health, safety and welfare of the residents within the above-described property, of the homes situated on the above-described property, any Common Facilities and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

The Association shall have the powers conferred upon nonprofit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the officers, shall include but shall not be limited to the following:

A. The acquisition (by gift, purchase, lease or otherwise), development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or property, subject to a lease or easement in favor of the Association, within or near Arbor Ridge II.

C. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of the Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including but not limited to payment for purchase of insurance covering any Common Facility against property damage and casualty; and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members serving thereunder.

E. The exercise of all of the powers and privileges and the performance of all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

F. The acquisition by purchase or otherwise, holding or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association, including but not limited to any outlots within Arbor Ridge II.

G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the general administration and management of the Association, and execution of such documents and doing and performance of their duties and responsibilities for the Association.

I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

The Association shall maintain, in a generally neat and clean condition, any and all Common Facilities, including, by way of example, any entrance ways, fence, signs, landscaping, or green space which have been installed in easement or other areas of the Arbor Ridge II subdivision and center islands dividing dedicated roads, any drainage easements in favor of the Association, in generally good and neat condition.

ARTICLE VI **Membership**

The Association shall have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association pursuant to the Declaration, including contract sellers, shall be a 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII **Voting Rights**

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (a) when the total votes outstanding in the Class A membership equal three-fourths of the total votes outstanding in the Class B membership, or (b) on February 27, 2016, or sooner at the Declarant's discretion.

ARTICLE VIII **Board of Directors**

The affairs of this Association shall be managed by a Board of not less than three (3) Directors nor more than five (5), who need not be members of the Association or be Owners.

The initial Board shall consist of three (3) members. The number of directors may be changed by amendment of the By-Laws of the Association.

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE IX
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X
Duration

The corporation shall exist perpetually.

ARTICLE XI
Amendments


These Articles may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII
Incorporator

Mark B. Johnson is the initial incorporator with the address of 11440 West Center Road, Suite C, Omaha, Nebraska 68144.

IN WITNESS WHEREOF, the undersigned, being duly authorized under the laws of the State of Nebraska, has executed these Articles of Incorporation of Arbor Ridge II Homeowners Association, Inc. this 20th day of March, 2015.

INCORPORATOR



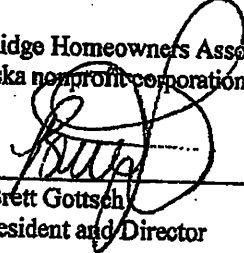
Mark B. Johnson

CONSENT TO USE OF SIMILAR NAME

The directors of Arbor Ridge Homeowners Association have consented to the use of a similar name by Arbor Ridge II Homeowners Association, Inc. The consent was approved by a majority of the Board of Directors of Arbor Ridge Homeowners Association, a Nebraska nonprofit corporation.

DATED: 3/12/15

Arbor Ridge Homeowners Association,
a Nebraska nonprofit corporation

By: 
Name: Brett Gottsch
Title: President and Director

CONSENT TO USE OF SIMILAR NAME

The directors of Arbor Ridge II Townhomes and Villas Association have consented to the use of a similar name by Arbor Ridge II Homeowners Association, Inc. The consent was approved by a majority of the Board of Directors of Arbor Ridge Townhomes and Villas Association, a Nebraska nonprofit corporation.

DATED: March 20th, 2015

Arbor Ridge II Townhomes and Villas Association,
a Nebraska nonprofit corporation

By: _____
Name: ~~Ralph Marasco~~
Title: President and Director

**BY-LAWS OF
ARBOR RIDGE II HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the Corporation is ARBOR RIDGE II HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be as designated by the Board of Directors from time to time, and meetings of Members and Directors may be held at such places within Douglas County, Nebraska, as may be designated by the Board of Directors.

ARTICLE III

MEMBERSHIP

Section 1: Membership. The owner of each Lot subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Part of Arbor Ridge II, recorded in the Register of Deeds of Douglas County, Nebraska as Instrument Number 200-00000000 (as amended from time to time, the "Declaration"), who has paid the annual dues assessment set by the Board of Directors shall have one membership for each Lot owned.

Section 2: Succession; Suspension. The membership of each Owner shall terminate when they cease to be an Owner of a Lot and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest, provided such succeeding owner has paid the annual dues assessment. The membership of each Owner shall be suspended upon such Owner's failure to pay any dues levied hereunder until such time as such dues, including any and all interest and late charges, are paid in full.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 1: Annual Meeting. The annual meeting of the Association shall be held at the office of the Association during the month of January on the second Tuesday in each year, commencing at 4:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

Section 2: Special Meetings. Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be

called by such officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

Section 3: Notice of Meetings. Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each Member and shall be mailed, e-mailed, posted on the Association's website or by any other means designated by the Board of Directors at least ten (10) days but no more than sixty (60) days prior to the date of the meeting. Notice of meeting may be waived by any Member, as it relates to such Member, either before or after any such meeting.

Section 4: Quorum. A Quorum at any meeting shall consist of ten (10%) percent of those Members entitled to cast all votes of the Association. A Quorum is represented by persons in attendance and by proxy. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present either in person or by proxy, shall adjourn the meeting for seven (7) days, and the Quorum requirement shall be reduced by half.

Section 5: Voting. Each Owner shall have one vote for each membership owned. If an Owner consists of more than one Person, then all persons constituting an Owner of such Lot shall, simultaneously with or immediately after their acquisition of such Lot, deliver to the Association a written instrument appointing one Person as the agent for all Persons constituting the Owner of such Lot, which agent shall thereupon receive notices of assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by an Owner under the terms of the Declaration. An Owner may change its designated agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. An Owner may assign all, but not less than all, of its voting rights to a lessee, which shall be effective only upon actual receipt of such notice by the Association. If more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void. Notwithstanding the foregoing, as set forth in the Articles of Incorporation, the Class B member (the Declarant) shall be entitled to three (3) votes for each Lot owned until such time as the Class B membership is converted into Class A membership, as further described in the Articles of Incorporation.

Section 6: Proxies. Votes may be cast in Person or by proxy.

ARTICLE V

BOARD OF DIRECTORS

Section 1: Number. The business of the Association shall be managed by a Board of Directors consisting of at least three (3) Directors nor more than five (5) Directors, who shall serve without compensation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties as a Director. The Directors do not need to be Members of the Association.

Section 2: Term of Office. The Directors shall be elected as provided in these By-Laws and the Articles of Incorporation. The Directors shall be elected for terms staggered on a one (1), two (2) and three (3) year basis. One (1) Director shall be elected for one (1) year, one (1)

Director shall be elected for two (2) years and one (1) Director shall be elected for three (3) years. After the initial term of each such Director, all Directors shall thereafter be elected for three (3) year terms. In the event that there are more than three (3) Directors, each additional Director shall be for three (3) year terms. Each Director shall serve for the term set forth hereinabove and until his or her successor is duly elected and qualified, or until removed from office as provided herein.

Section 3: Removal. Any Director may be removed from the Board, with or without cause, by concurrence of a two thirds (2/3rds) majority of the votes cast by the quorum present at any regular or special meeting of the Association called for that purpose.

Section 4: Vacancies. In the event of the death, resignation or removal of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of their predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting by a Member in good standing. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting which follows the initial meeting of the Members and shall serve until such annual meeting has been concluded. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine but not less than the number of vacancies that are to be filled.

Section 2: Election. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast. Each person entitled to vote may cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

VOTING VII

MEETING OF DIRECTORS

Section 1: Regular Meeting. Regular meetings of the Board of Directors shall be held at such times and places which are determined, from time to time, by a majority of the Association's Board of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, electronic mail, telephone or equivalent service, at least three (3) days prior to the date of any regular meeting. Notice of any meeting may be waived by any director, as it relates to such director, before or after any such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held at the request of the President, Vice-President or Secretary, and must be held at the written request of two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any special meeting. Such Notice shall state the time, date, place and purpose of the special meeting. Notice of any meeting may be waived by any director, as it relates to such director, before or after any such meeting.

Section 3: Quorum. A quorum at Director's meetings shall consist of fifty-one (51%) percent of the votes thus represented of the entire Association's Board of Directors present at the beginning of a meeting. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice.

Section 4: Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the power to:

- (a) Elect and remove the officers of the Association;
- (b) Adopt and publish rules and regulations governing the use of the Common Facilities;
- (c) Engage the services of an agent, manager, independent contractors or employees as they deem necessary to maintain, repair, replace, administer and operate the Common Facilities, or any part thereof, and manage all other affairs and business of the Association for all of the Members, upon such terms and for such compensation as the Board may approve. Any agreement for the services of any such agent, manager, independent contractor or employee shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days' written notice, and no such agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods;
- (d) Maintain, keep in good repair and upkeep, and replace the Common Facilities, as such repairs are required or necessary for the safety and convenience of the Owners or their respective permittees and occupants, or for the preservation or protection of the Common Facilities;
- (e) Grant or relocate easements over, across or through the

Common Facilities as the Board may determine to be beneficial to the Members;

(f) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

(g) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws and the Articles of Incorporation.

Section 2: Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a record of all acts and corporate affairs;

(b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) To prepare, adopt and distribute a budget;

(d) To fix the amount of the assessments;

(e) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid;

(f) To cause the Common Facilities to be maintained; and

(g) To cause all other affairs and business of the Association to be properly conducted and administrated in accordance with the Articles of Incorporation and these Bylaws.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The executive officers of the Association shall consist of a President, (who must also be a Director), a Vice-President, Treasurer, and Secretary.

Section 2: Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the membership.

Section 3: Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any officer may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7: Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 8: Duties. The duties of the officers are as follows:

(a) **President.** The President shall be the chief executive officer of the Association, and shall supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and all meetings of the Board. The President may sign, with or without any other officer of the Association as authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall have the power to appoint and remove one or more administrative Vice-Presidents of the Association and such other assistants to the various elected officers of the Association as is necessary of the accomplishment of their duties. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

(b) **Vice-President.** In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-

President, or if there is more than one Vice-President, the senior Vice-President, shall perform the duties of the President, and when so acting shall have all the powers, of, and be subject to, all the restrictions upon the President. Otherwise, such senior and other Vice-Presidents shall perform only such duties as may be assigned by the President or by the Board.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; be custodian of the records of the Association, except those of the Treasurer; keep or cause to be kept under their general supervision by a registrar or transfer agent appointed by the Board, a register of the name and post office address of each Member as furnished by such Member; have general charge of the transfer books of the corporation; and in general perform all duties incidental to the office of the Secretary and such other duties as may be assigned to them by the President or by the Board.

(d) Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members.

Section 9: Committees. The Board shall appoint a nominating committee and/or any other committees as the Board may deem appropriate to carry out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association. A copy shall be provided initially for the Owners, and additional copies shall be made available for purchase at a reasonable cost.

ARTICLE XI

INDEMNIFICATION

The Association shall indemnify and hold harmless each of its Directors and Officers against any and all liability arising out of any acts or the Directors, Officers, Committee Members, or Board arising out of their status as Directors, Officers, or Committee Members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, Committee or Member may be involved by virtue of such person having the status of a Director, Officer, Committee or Member provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE XII

AMENDMENTS

These By-Laws may be changed, modified or amended, at a regular or special meeting of the Members, by fifty-one (51%) percent of the votes entitled to be cast by the Members at a regular or special meeting called for that purpose.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

I, Johann Fry, being the Secretary of the Arbor Ridge II Homeowners Association, Inc., a Nebraska non-profit corporation, hereby certify:

The foregoing By-Laws, comprising 8 pages, were adopted as the By-Laws of Arbor Ridge II Homeowners Association, Inc. at a duly called and held meeting on April 7, 2015. The By-Laws in effect at present are the same as those adopted on such date by Arbor Ridge II Homeowners Association, Inc.

Arbor Ridge II Homeowners Association,
Inc., a Nebraska nonprofit corporation,

By: 
Johann Fry Secretary

STATE OF NEBRASKA)
) ss.

COUNTY OF)

The foregoing was subscribed and sworn to before me by Johann Fry, Secretary of Arbor Ridge II Homeowners Association, Inc., this 10th day of April, 2015.

[Seal]


Notary Public

