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SECRETARY'S OFFICE }
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Allen G. Bearmain
By [Signature] Secretary of Sta

ARTICLES OF INCORPORATION
OF

CLUBSIDE TOWNHOME OWNERS ASSOCIATION, INC.

A Nebraska Not For Profit Corporation

We, the undersigned, acting as incorporators of a nonprofit corporation under § 21-1901 et seq. of the Revised Statutes of Nebraska, do hereby adopt the following Articles of Incorporation.

I

NAME

The name of this corporation shall be Clubside Townhome Owners Association, Inc., hereinafter sometimes referred to as the "Association".

II

Declarant as owner of Lots 1 through 4, 7 through 14, Outlot 1, Clubside, and Lots 1 and 2, Clubside Replat I, The Ridges, Douglas County, Nebraska (hereinafter referenced as Clubside), has caused the incorporation of the Association through the undersigned as Incorporators. The Association shall have as its general nature, objective, and purpose, the preservation of the value and amenities of Clubside, the maintenance of the character and residential integrity of Clubside, as established by the safety, recreation, welfare and enjoyment of the residents of Clubside, including:

- a. The landscaping improvement, equipment for maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members, providing always that any actions taken or provisions adopted do not conflict with the responsibilities of our actions taken by The Ridges, whether under The Ridges Homeowners Association or The Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges. Common Facilities may include vehicle parking areas, recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and non-dedicated roads pathways and green area; and signs and entrances for Clubside. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, on property owned by Declarant or on public property dedicated to a Sanitary Improvement District.

- b. The promulgation, enactment, amendment and enforcement of rules and regulations, relating to access and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members, and provided always that such are not contrary to nor in conflict with any rules and regulations of The Ridges, whether under The Ridges Homeowners Association or the Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges. Nonetheless, the rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guest, and/or other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility, or may be required to reside upon specified lots to have access to certain Common Facilities.
- c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Clubside; and, the protection and maintenance of the residential character of Clubside, as established from time to time by the Declarant, and as set forth within the Declaration of Covenants, Conditions, Restrictions and Easements of Clubside, as well as the Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges.
- d. To operate without profit for the sole and exclusive benefit of its Members.
- e. To perform all the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in accordance with the Declaration of Covenants, Conditions Restrictions and Easements as have been filed of record against the real property known as Clubside, and legally comprising part of SID #367, Douglas County, Nebraska.

III

GENERAL POWERS

The Declarant shall exercise and administer all powers and duties of the Association as such are specified herein, until such are released or relinquished from time to time by Declarant. As any powers and duties are released or relinquished from time to time by Declarant, such shall thereafter be exercised and administered by the Board of Directors of the Association. At such time as Declarant no longer holds title to any subdivision lot, any powers and duties not previously released or relinquished shall be deemed to have been released and relinquished. Thereafter, the Association through its Board of Directors shall have all powers conferred upon not-for-profit 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 Declarant, and subsequently by the Board of Directors of the Association, shall include, but shall not be limited to, the following:

- a. To expressly delegate powers necessary to otherwise empower any specifically created and designated committee;
- b. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas and Facilities inclusive of assessment for and payment of any tax liability attributable to the Common Areas and facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
- c. The landscaping, mowing, watering, repair and replacement of individually owned Townhome lawn areas, parks and other public and common property and improvements on parks or public property or easements on public property within or near Clubside.
- d. To require, consistent with Article II, paragraph c of these Articles, and Article I, paragraph 9 of the Declaration of Covenants of Clubside, Design Review Board approval and Townhome Owners installation/maintenance of continuous, nighttime street side lighting. Such lighting may require multiple sources, and time delay or photocell mechanisms, as shall be specified from time-to-time by the Association, subject to DRB approval.
- e. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration or the Association; and, to provide for the assessment against Lots 1, 2 and 3, Clubside to be equally divided between, assessed and collected against Lots 1 and 2, Clubside, Replat II, formerly known as Lots 1, 2, and 3, Clubside. *1507-14 15/7/9*
- f. The expenditures, 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 coverage for the Association, the Board of Directors of the Association and the Members. *1507-14 15/7/9*
- g. 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 this Declaration, as the same may be amended from time to time.
- h. 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.

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- i. 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.
- j. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities of the Association.
- k. 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.
- l. 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.

IV

MEMBERS

A. The members shall consist of the property owners in Clubside. For the purposes of The Townhome Owners Association, the property and property owners referenced shall be that as described in Section B of this Article, and all such property owners shall be members of the Association.

B. Clubside, for purposes of these Articles, presently consist of that certain real property situated in Douglas County, Nebraska, described as follows:

That part of the Ridges, formerly Lot 266, comprised of Lots numbers 1 through 4, 7 through 14, Outlot 1, and Lots 1 and 2 Clubside Replat I, The Ridges, a subdivision in Douglas County, Nebraska, known as SID #367, as recorded in Book 1940, Page 535, et seq. of the Register of Deeds of Douglas County, Nebraska.

C. Should Declarant add additional land to the scheme of the Declaration of Covenants, Conditions, Restrictions and Easements for Clubside, each property owner in such additional phase shall automatically become a Member of this Association as specified in Section A of this Article IV.

Notwithstanding the foregoing, Declarant shall have no obligation whatsoever to add additional lands to the scheme of the Declaration of Covenants, Conditions, Restrictions and Easements for Clubside.

V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to vote in accordance with the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements of Clubside as filed and recorded with the Register of Deeds, Douglas County, Nebraska. As provided within said Covenants, Voting Membership is divided into Class A Members and Class B Members. When one or more persons hold such interest or interest in any lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Notwithstanding the foregoing one lot-one vote designation, Lots 1 and 2, Clubside Replat I shall each be entitled to 1.5 votes as a result of being a replat of Lots 1, 2 and 3, Clubside. Correspondingly, Lots 1 and 2, Clubside Replat I shall be assessed fees, assessments, taxes, costs on the basis or fact of 1.5 lots. Except where otherwise restricted, reserved to the Board of Directors or required, under the provisions of these Articles, the Declaration of Covenants, Conditions, Restrictions and Easements for Clubside, or By-Laws, the affirmative vote of the owners of the majority of lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the Members as to any subject matter properly before the members for consideration and vote.

B. The Declarant as a Member of the Association shall have the right to appoint all Directors of the Board of Directors as long as it owns at least three (3) lots in Clubside; inclusive of any additional lands. The Declarant may relinquish one or more appointments to the Board of Directors, as it may elect from time to time, which vacancy shall thereafter be filled by a vote of Members of the Association. Such election shall be by majority vote of the Members.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Clubside, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI

BOARD OF DIRECTORS

A. The powers and duties of the Association shall be exercised and administered by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. So long as Owner shall have the right to appoint a majority of the Board of Directors, Directors appointed by Declarant need not be Members of the Association and need not be residents of the State of Nebraska. Thereafter, all Directors elected by the Members shall be Members of the Association and residents of the State of Nebraska. At such time, Members are entitled to elect

Directors, whether one or more, elections shall be by plurality vote. At the first annual election to the Board of Directors under which the Members are electing Directors, whether one or more, the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed from office except by the Declarant; and, a successor Director may be appointed, at any time by the Declarant.

B. The names and address of the members of the first Board of Directors, who shall hold office until replaced by the Declarant or until such annual meeting of the Members at which Members are entitled to elect any one or more Directors, and nonetheless until their successors are elected or appointed and have qualified, are as follows:

Cheryl W. Rennels
PO Box 318
Fort Collins, CO 80522

Timothy J. McReynolds
3618 South 114th Street
Omaha, NE 68144

Edward R. Young
12014 Washington Plaza
Omaha, NE 68137

VII

OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year term in accordance with the procedures set

forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1994 and until their successors are duly elected and qualified are:

President:	Edward R. Young
Vice President:	Cheryl Rennels
Secretary/Treasurer:	Timothy J. McReynolds

VIII

REGISTERED OFFICE/REGISTERED AGENT

The Registered office of the corporation shall be 13304 West Center Road, Omaha, Nebraska 68144; and, the Registered Agent of the corporation, at such address shall be Timothy J. McReynolds.

IX

CORPORATE EXISTENCE

The Association shall have perpetual existence.

X

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

XI

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting a Nebraska corporation, or its successors or assigns, as Owner of Clubside shall be effective without the prior written consent of said corporation or its successors or assigns, as Owner.

XII

INCORPORATORS

The names and residence addresses of the Incorporators are as follows:

Timothy J. McReynolds
13304 West Center Road
Suite 222
Omaha, NE 68144

Edward R. Young
12014 Washington Plaza
Omaha, NE 68137

XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

I. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest shall be invalid, void or voidable solely for the reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV

DISSOLUTION OF THE ASSOCIATION

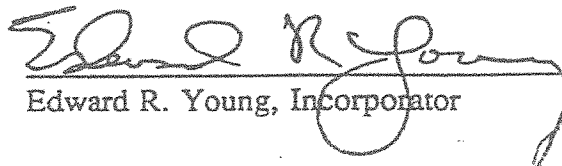
A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner, so long as not inconsistent with the Revised Statutes of Nebraska § 21-1901 et seq.

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Declarant (or its predecessor in interest) shall be returned to the Declarant (whether a Member of the Association at the time), unless it refuses to accept the conveyance (in whole or in part).
2. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
3. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by the Board of Directors and approved by a two-thirds (2/3) vote of the Members in accordance with the Revised Statutes of Nebraska § 21-1901 et seq.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation, this 13th day of October, 1993.


Timothy J. McReynolds, Incorporator


Edward R. Young, Incorporator

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public authorized to take acknowledgements in the state and county set forth above, personally appeared Timothy J. McReynolds, as Incorporator, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 13th day of October, 1993.

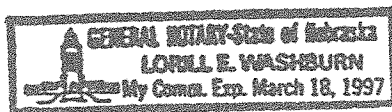


Lorille E. Washburn
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public authorized to take acknowledgements in the state and county set forth above, personally appeared Edward R. Young, as Incorporator, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 12th day of October, 1993.



Lorille E. Washburn
Notary Public

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