

## ARTICLES OF INCORPORATION

### GIFFORD ROWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Nebraska Revised Statutes, the undersigned, **MICHAEL C. CARTER**, whose post office address is **11506 Nicholas St., Suite 103 Omaha, NE 68154**, being at least eighteen (18) years of age, has this day, by execution of these Articles, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit mutual benefit corporation pursuant to the general laws of Nebraska, and does hereby certify:

#### ARTICLE I NAME OF CORPORATION

The name of the Corporation is **GIFFORD ROWS HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

#### ARTICLE II MUTUAL BENEFIT CORPORATION

This Association is a mutual benefit corporation.

#### ARTICLE III PRINCIPAL OFFICE

The post office address of the principal office of the Association is 11506 Nicholas Street, Suite 100, Omaha, Nebraska 68154.

#### ARTICLE IV RESIDENT AGENT

The name of its resident agent is **MICHAEL C. CARTER**, whose post office address is **11506 Nicholas St. Suite 103, Omaha, NE 68154**. Said resident agent is a citizen of the State of Nebraska and actually resides therein.

#### ARTICLE V POWERS AND PURPOSE

This Association does not contemplate pecuniary gain or profit, direct or indirect to the members thereof, and the specific purposes for which it is formed are to provide for or assure the maintenance, preservation and architectural control of the Property subject to the Declaration of Easements, Covenants & Restrictions, for the **GIFFORD ROWS HOMEOWNERS ASSOCIATION, INC.**, including such additions thereto as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the Owners of the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Easements, Covenants and Restrictions, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded among the Land Records of Douglas County, Nebraska, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against property of the Association and all other expenses incident to the conduct of the business of the Association;

(c) Acquire (by gift, purchase 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 with the assent of two-thirds (2/3) vote of the members, unless the Declaration or By-Laws provides otherwise; mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless two-thirds (2/3) of members have consented to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members, unless the Declaration or By-Laws provides otherwise;

(g) Have and exercise any and all powers, rights, and privileges which a non-stock, non-profit corporation organized under the laws of the State of Nebraska by law may now or hereafter have or exercise.

**ARTICLE VI  
NO CAPITAL STOCK**

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

**ARTICLE VII  
MEMBERS**

The Association shall have Members. Every Owner shall be a Member of the Association and such membership shall automatically terminate when such person ceases to be an Owner. Each Owner, by acceptance of a deed or other conveyance of a Residence, thereby becomes a Member, whether or not this Declaration or such membership interest is made a part of, incorporated by reference, or expressed in said deed or conveyance. Termination of membership shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Rowhouse or the Association during the period of such ownership and membership in the Association. Furthermore, termination of membership shall not impair any rights or remedies which the Board or others may have against such former Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

**ARTICLE VIII  
VOTING RIGHTS**

Commencing with the Transfer Meeting, there shall be one (1) vote for each Owner. If a Residence is owned by more than one person, the voting rights with respect to such Residence shall not be divided. If only one of the multiple Owners of a Residence is present at a meeting, he or she shall be entitled to cast the vote allocated to that Residence. If more than one of the multiple Owners are present, and if any one of the multiple Owners casts the votes allocated to that Residence without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Residence, there is deemed to be majority agreement. If such multiple Owners cannot agree upon the casting of the vote allocated to such Residence, then such vote shall not be counted with respect to any such matter.

**ARTICLE IX  
RIGHT OF ENJOYMENT**

Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the private streets

and parking lots and walkways included therein, which shall be appurtenant to and shall pass with the title to every Lot, for the purposes of ingress and egress to and from his Lot.

**ARTICLE X  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board consisting of (3) directors. Commencing with the first annual meeting of the Association, the Board shall consist of not fewer than three (3) nor more than nine (9) directors. The number of directors shall be determined by a vote of the members at the first annual meeting of the members after the Transfer Date and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that:

(a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director. The directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

At the first annual meeting after the Transfer Date, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect a director to each vacancy for a term of one (1) year.

**ARTICLE XI  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consonant with this ARTICLE X) shall be mailed to every member not less than ten (10) days nor more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Association, other than that 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 the 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 XII  
DURATION**

This Association shall exist perpetually, unless the Declaration or By-Laws provides otherwise.

**ARTICLE XIII  
AMENDMENTS**


Amendment of these Articles shall require the assent of sixty-six percent (66%) of the entire membership, unless the Declaration or By-Laws provides otherwise.

IN WITNESS WHEREOF, **MICHAEL C. CARTER**, Incorporator has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 3rd day of August, 2017.

  
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**MICHAEL C. CARTER,**  
Incorporator

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

On this 3rd day of August, 2017, before me, a Notary Public in and for the above County and State, personally appeared **MICHAEL C. CARTER**, and acknowledged that he signed the foregoing Articles of Incorporation for the purposes therein stated.

  
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Notary Public

My Commission Expires: 6/30/2021



GENERAL NOTARY - State of Nebraska  
DONNA L. CHRISTIAN  
My Comm. Exp. June 30, 2021

