

**ARTICLES OF INCORPORATION OF
ANCHOR POINTE VILLAS HOMEOWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of incorporating and organizing a corporation under the Nebraska Nonprofit Corporation Act (the "Act"), does hereby certify and adopt the following Articles of Incorporation:

ARTICLE I
Name

The name of the corporation is Anchor Pointe Villas Homeowners Association, Inc. (the "Association").

ARTICLE II
Mutual Benefit Corporation

This Association is a mutual benefit corporation.

ARTICLE III
Principal Office

The principal office of the Association is located at 9719 Giles Road, La Vista, Nebraska 68128.

ARTICLE IV
Registered Agent

The name and address of the Association's registered agent in Nebraska is Larry Jobeun, 11440 West Center Road, Omaha, Nebraska, 68144.

ARTICLE V
Purpose and Powers

The 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 residential Lots and Common Areas within the residential portion of Anchor Pointe Villas subdivision.

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.

C. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of the Declaration (as defined in the Bylaws).

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 Anchor Pointe Villas.

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. 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 entrance ways, fence, signs, landscaping, or greenspace which have been installed in easement or other areas of Anchor Pointe Villas subdivision and center islands dividing dedicated roads, any drainage easements in favor of the Association, in generally good and neat condition.

ARTICLE VI MEMBERSHIP

A. Memberships. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot Owner is empowered to enforce the covenants.

Membership shall be appurtenant to and shall not be separated from the ownership of any Lot which is subject to any assessment.

- B. Transfer of Memberships. An Owner shall, upon becoming the record Owner of a Lot, automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Lot. The membership shall not be transferred, pledged or alienated in any way, except as appurtenant to a transfer of ownership of a Lot. Any attempt to transfer a membership except as appurtenant to the transfer of ownership of a Lot shall be void and shall not be reflected upon the Association's books and records.

ARTICLE VII VOTING RIGHTS

The Association shall have two classes of voting members, Class A Members and Class B Members, defined as follows:

Class A: Class A Members shall be the Owners of all Lots other than that Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class A Member shall be entitled to one vote for each Lot Owned. When there shall be more than one person or entity holding an interest in any Lot, all such persons or entities or both, shall be Members; provided however that the vote for such Lot shall be exercised as such persons or entities or both, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: Class B Members shall be the Owners of all Lots owned by Declarant or Lots which are subject to a mortgage or deed of trust in favor of Declarant. Each Class B Member shall be entitled to four votes for each Lot owned. The Class B membership shall cease (with each former Class B Member then entitled to one vote for each Lot owned) upon the occurrence of the first of the following dates:

- (a) The date on which the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2030.

ARTICLE VIII BOARD OF DIRECTORS

Initial Board of Directors. The initial Board of Directors of the Association shall consist of not less than three Directors and shall be appointed by the Declarant upon the incorporation of the Association. During the Period of Declarant Control, the Declarant shall have the sole right, in its absolute discretion, to appoint and remove the Directors of the Board; however, the

Declarant may temporarily or permanently relinquish its right to appoint or remove some or all of the Directors at any time as provided in Article XVI of the Declaration of Covenants, Conditions, Restrictions and Easements for Anchor Pointe Villas (the "Declaration"). If the Declarant relinquishes its appointment rights, the Members (including the Declarant) shall then elect all Directors as provided in the Bylaws. The names and addresses of the Board of Directors and Incorporators who are to act in the capacity of Directors until the selection of their successors are:

Nick Dolphens
Incorporator
9719 Giles Road
La Vista, NE 68128

Justin Knapp
Incorporator
9719 Giles Road
La Vista, NE 68128

Dave Vogtman
Incorporator
9719 Giles Road
La Vista, NE 68128

Subsequent Board of Directors. After the expiration of the Period of Declarant Control the Members (including the Declarant) shall elect the Directors as provided in the Bylaws, and the Bylaws may provide for staggered terms and lengths of terms for Directors chosen by the Association Members which are different than those initially set forth in this Declaration and may provide for a greater number of Directors to be chosen by the Members than is set forth herein; provided, however, that in no event shall there be fewer than three Directors. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the Members.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the membership in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the members of the Association.

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 Indemnification

Directors and officers of the Association shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding

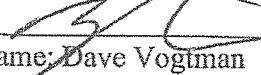
(including civil, criminal, administrative or investigative proceedings) arising out of their service to the Association or to another organization at the Association's request. Persons who are not directors or officers of the Association may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors. The provisions of this Article shall be applicable to actions or proceedings commenced after the adoption hereof, whether arising from acts or omission occurring before or after the adoption hereof, and to persons who have ceased to be directors, officers or employees and shall inure to the benefit of their heirs, executors and administrators.

IN WITNESS WHEREOF, the undersigned, being duly authorized under the laws of the State of Nebraska, has executed these Articles of Incorporation of Anchor Pointe Villas Homeowners Association, Inc., this 14 day of September, 2020.

INCORPORATORS AND INITIAL DIRECTORS:

By: 
Printed Name: Nick Dolphens

By: 
Printed Name: Justin Knapp

By: 
Printed Name: Dave Vogtman