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AND

ARTICLES OF INCORPORATION
OF

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THE RIDGES HOMEOWNERS ASSOCIATION, INC

[Handwritten Signature]

A 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 The Ridges Homeowners Association, Inc., hereinafter sometimes referred to as the "Association".

II

Declarant as owner of SID #367, known as The Ridges, Douglas County, Nebraska, 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 The Ridges, the maintenance of the character and residential integrity of The Ridges, as established by the safety, recreation, welfare and enjoyment of the residents of The Ridges, 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. Common Facilities may include 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 The Ridges. 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. 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

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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 The Ridges; and, the protection and maintenance of the residential character of The Ridges, as established from time to time by the Declarant, and as set forth within 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 shall be filed of record against the real property known as The Ridges, and legally comprising 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 each specifically created and designated committee, including, but not limited to, the two (2) Cherry Ridge Pool Committees, consistent with the intent, purposes and duties described unto said Pool Committees by the Declaration of Covenants, Conditions, Restrictions and Easements for The Ridges.
- b. To expressly delegate powers necessary to otherwise empower the Design Review Board (DRB), consistent with the intent, purposes and duties described unto said DRB by the Declaration of Covenants, Conditions, Restrictions and Easements of The Ridges.

- c. 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.
- d. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property or easements on public property within or near The Ridges.
- 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.
- 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.
- 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.
- 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 The Ridges, the property comprising The Ridges for the purposes of The Homeowners Association being described in Section B and C of this Article, and all such property owners shall be members of the Association. In any event, owner of the golf course property, presently known as Shadow Ridge Golf Course, shall not be considered owner of property nor Members hereunder and for the purposes herein expressed.

B. The Ridges, 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 comprised of Lots numbers 1 through 259 and 274, according to the final Plat of 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. Declarant may, but shall have no obligation to, add at any time, and from time to time, to the scheme of the Declaration of Covenants, Conditions, Restrictions and Easements for The Ridges, all or any portion of property owned, or to be owned by Declarant, in Section 29, Township 15 North Range 11 Est of the 6th P.M., Douglas County, Nebraska as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for The Ridges. Declarant contemplates that future development of its lands in Section 29, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska may be a phase-type development utilizing this Homeowners Association as a master association to own and/or maintain, and to operate and regulate the common areas, as described in the Declaration of Covenants, Conditions, Restrictions and Easements for The Ridges, and additional common areas which may be subsequently submitted as a result of phase development.

Should Declarant add additional land to the scheme of the Declaration of Covenants, Conditions, Restrictions and Easements for The Ridges, each property owner in such 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 The Ridges.

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When one or more persons hold such interest or interest in any lot, all such persons shall be 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. 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 The Ridges, 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 one (1) lot in The Ridges; 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 The Ridges, 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 five (5) nor more than nine (9) 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

Duane Rennels
PO Box 318
Fort Collins, CO 80522

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

Jan McReynolds
3618 South 114th Street
Omaha, NE 68144

Steve Shanahan
13644 Seward Circle
Omaha, NE 68154

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: Cheryl W. Rennels
- Vice President: Duane 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 The Ridges 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:

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

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

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:

1. 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

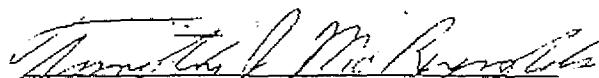
A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner, so long as not inconsistent with the Revised Statutes of Nebraska § 21-1901 et seq.

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 1st day of March, 1993.

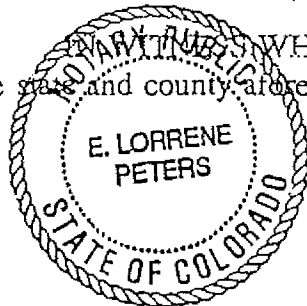

Cheryl W. Kennels, Incorporator


Timothy J. McReynolds, Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

Before me, a Notary Public authorized to take acknowledgements in the state and county set forth above, personally appeared Cheryl W. Rennels, as Incorporator, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she 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 1st day of March, 1993.



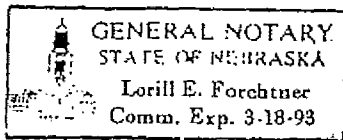
My Commission Expires
2-11-94

E. Lorrene Peters
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 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 8th day of March, 1993.



Lorill E. Forchtner
Notary Public

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ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
THE RIDGE HOMEOWNERS
ASSOCIATION, INC.



Pursuant to the provisions of the Nebraska Non-profit Corporation Act, The Ridge Homeowners Association, Inc. hereby adopts the following Articles of Amendment to its Articles of Incorporation:

I.

The name of the corporation is The Ridge Homeowners Association, Inc.

II.

The third article of the Articles of Incorporation is amended to read:

"Third: The objects, purposes and powers of the corporation shall be to promote the health, safety and welfare of the residents of the Property more particularly described in the Declaration of Protective Covenants, Conditions & Restrictions of The Ridge Addition, filed of record with the Lancaster County Register of Deeds as Instrument No. 91-4993, as amended by Amendment filed of record with the Lancaster County Register of Deeds as Instrument No. 2000-016486, and as amended in the future pursuant to said Covenants, and; to enforce any and all terms of said Declaration of Protective Covenants, Conditions & Restrictions of The Ridge Addition and any amendments thereto, applicable to said Property; and, to do and perform any and all other acts and duties permissible or required under the laws of this State for the purposes herein before set forth."

III.

The effective date of the Amendment is the 17 day of April, 2001.

IV.

The Amendment was initially approved by a sufficient vote of the Board of Directors of said corporation and then presented to the members. There are 65 memberships outstanding, all of the same class, out of which 46 votes voted on the Amendment. A total number of 46 undisputed votes were cast for the Amendment by the members, which amount was sufficient for approval by the membership. No approval of the Amendment is required by a person

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or persons other than the members and Board.

DATED this 16 day of April, 2001.

THE RIDGE HOMEOWNERS
ASSOCIATION, INC.

By: Robert L. Murphy
President
Print Name: Robert L. Murphy

And By: Jeanine M. Kingsley
Secretary
Print Name: Jeanine M. Kingsley

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