

**ARTICLES OF INCORPORATION
OF
LIBERTY HOMEOWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of incorporating and organizing a corporation under the Nebraska Nonprofit Corporation Act and all amendments thereto (the "Act"), certifies and adopts the following Articles of Incorporation (the "Articles"):

**ARTICLE I.
NAME**

The name of the corporation is Liberty Homeowners Association, Inc. (the "Association").

**ARTICLE II.
DESIGNATION**

This Association is a mutual benefit corporation and shall have members.

**ARTICLE III.
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the Association's initial registered office is 2120 South 72nd Street, Suite 1200, Omaha, Nebraska 68124, and the name of its initial registered agent at such address is Martin P. Pelster.

**ARTICLE IV.
INCORPORATOR**

The name and street address of the incorporator of the Association is:

Martin P. Pelster
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124

**ARTICLE V.
MEMBERS**

The Liberty Subdivision has been divided into residential lots initially including the following described real estate:

Lots 1 through 170, inclusive, Outlot A, in Liberty, a subdivision as surveyed, platted and recorded in Sarpy County

and

Lot 1 and Outlot A, in Liberty Replat One, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

and is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Liberty, a subdivision in Sarpy County, Nebraska recorded on November 20, 2017, as Instrument No. 2017-28042, as amended by the First Amendment to Declaration of Covenants, Conditions and Easements of Liberty recorded on May 24, 2021, as Instrument No. 2021-20087 (the "Declaration," as the same may be further amended from time to time). The Association shall also include such additional tracts of property as the Declarant (as defined in the Declaration), pursuant to the terms of the Declaration, or the Board of Directors of this Association shall determine.

Every person or entity who is the record owner of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial owner, and every purchaser under a recorded contract for sale and purchase of any Lot under which the Seller retains title solely as security for the performance of the purchaser's obligation under the contract, shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by this Association.

ARTICLE VI. MEMBER VOTING RIGHTS

The Association shall have two classes of voting membership:

A. **Class A Members** are all of the Members except the Declarant referred to in the aforementioned Declaration, its successors and assigns. Each Class A Member shall be entitled to **one (1) vote for each Lot owned by such Class A Member**. When there is more than one (1) person or entity holding an interest in any Lot, then all such persons or entities shall be Members; provided, however, that the vote for each such Lot shall be exercised as such persons or entities shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

B. **Class B Members** shall be the **Declarant**, which shall be entitled to **three (3) votes for each Lot owned by the Declarant**. The Class B membership shall cease and be converted to Class A membership once 80% or more of the Lots, including such additional tracts of property subsequently included in the Association, are owned by Class A Members.

ARTICLE VII. PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to provide for operation, maintenance, preservation, and architectural control of the Lots and Common Facilities (as defined in the Declaration) pursuant to the Declaration, to enforce the covenants within the Declaration, and to promote the health, safety, welfare, and the recreational and residential purposes of the Liberty Subdivision and the Members. The Association shall be authorized 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 and Bylaws of the Association, as the same may be amended from time to time as therein provided, said Declaration and Bylaws being incorporated herein as if set forth at length;

B. participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation shall have the approval of two-thirds (2/3) of the votes cast by the Members, provided, however, this section shall not be deemed to require approval of the Members for the Declarant to add property to the Association pursuant to the terms of the Declaration;

C. exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise, which are not otherwise prohibited by these Articles, the Declaration or the Bylaws;

ARTICLE VIII. DIRECTORS AND OFFICERS

The management of this Association shall be vested in a Board of Directors of not less than three (3) directors, and in a president, vice-president, secretary and treasurer, all of whom shall be elected as provided in the Bylaws. The Association shall initially be managed by a board of three (3) directors, and thereafter, by such number as determined in accordance with the Bylaws of the Association. Directors and officers need not be Members of this Association. The Association shall indemnify any past or present director or officer of the Association to the fullest extent permitted by the Act, as amended from time to time.

ARTICLE IX. MISCELLANEOUS

A. The private property of the Members of the Association shall not be subject to the payment of any debts, liabilities, or obligations of the Association.

B. The Association shall neither have nor issue shares of stock. No dividend shall be paid and no part of the income of the Association shall inure to the benefit of or be distributed to its Members, directors or officers.

C. The internal affairs of the Association shall be controlled by the Bylaws which shall initially be adopted by the initial Board of Directors.

ARTICLE X. AMENDMENT

Amendment to these Articles shall require the approval of not less than seventy-five percent (75%) of each class of Members at a regular or special meeting of the Members called for that purpose.

ARTICLE XI. DISSOLUTION

The Association may be dissolved with the approval of the owners of at least 75% of the Lots; provided however, the Association may not be dissolved without the Declarant's consent while there are still Class B memberships outstanding. Provided further, however, that the Association shall not be dissolved without the advance written consent of the City of Gretna, which written consent shall only be provided if another proper entity, as approved by the City of Gretna, assumes full responsibility for the required Maintenance Agreement and in addition assumes ownership of Outlot A within the Liberty Subdivision, which permanent and continuous ownership and maintenance obligations shall survive and shall continue after annexation by the City of Gretna. Upon dissolution of this Association, other than as incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency or another nonprofit corporation, association, trust, or other organization to be used for purposes similar to those for which this Association was created.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 6th day of May, 2025.



Martin P. Pelster, Incorporator