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Deb Houghtaling

Pages: 18

COUNTY CLERK/REGISTER OF DEEDS

Submitter: JON MEYERS

By: jby



AMD

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**FIRST AMENDMENT
TO
SPRINGFIELD COMMERCE
SUBDIVISION AGREEMENT**

This First Amendment to the Springfield Commerce Subdivision Agreement (hereinafter "First Amendment"), which is made this 8th day of November, 2021 ("Effective Date") by and between **MADDAD LAND, LLC**, a Nebraska limited liability company (hereinafter "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 348 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF SPRINGFIELD, NEBRASKA**, a municipal corporation (hereinafter referred to as "CITY"), amends and modifies the Springfield Commerce Subdivision Agreement approved by the Springfield City Council via Resolution No. 2020-26 and on October 6, 2020.

RECITALS

DEVELOPER, DISTRICT, and CITY entered into a subdivision agreement (the "Original Subdivision Agreement"), dated February 12, 2021, with respect to Lots 1 through 4, inclusive, and Outlots A through B of the development to be known as Springfield Commerce ("Springfield Commerce"); and

DEVELOPER has requested CITY to approve a specific replatting of Lot 2, Springfield Commerce into Lots 1 through 3, inclusive, Springfield Commerce Replat One ("Replat One"); and

DEVELOPER, DISTRICT, and CITY wish to amend the Agreement to modify Exhibits J and K.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Original Subdivision Agreement as modified or amended by this First Amendment.
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Original Subdivision Agreement.

3. Area of Application. This First Amendment applies to: (1) Lots 1, 3 and 4 and Outlots A – B, inclusive, Springfield Commerce, and (2) Lots 1-3, inclusive, Springfield Commerce Replat One.
4. Exhibit Modifications. The Agreement exhibits referenced herein or attached hereto, which are hereby incorporated into this First Amendment and the Agreement by this reference, are hereby rescinded, modified, and/or added as follows:
 - A. Exhibit J, and all references thereto, are hereby replaced with Exhibit J-1, which is attached hereto and which is hereby incorporated into the Agreement by this reference.
 - B. Exhibit K, and all references thereto, are hereby replaced with Exhibit K-1, which is attached hereto and which is hereby incorporated into the Agreement by this reference.
 - C. The Members and Board of Directors of Springfield Commerce Property Owners Association, Inc. will cause the Amended and Restated Articles of Incorporation of Springfield Commerce Property Owners Association, Inc. to be adopted and filed with the Nebraska Secretary of State within fifteen (15) days of the date of the First Amendment. Proof of recording shall be provided to the City within thirty (30) days of this First Amendment.
 - D. The Members and Board of Directors of Springfield Commerce Property Owners Association, Inc. shall cause to be adopted the amended and restated By-Laws of Springfield Commerce Property Owners Association, Inc. within thirty (30) days of the date of this First Amendment. Proof of adoption shall be provided to the City within forty-five (45) days of this First Amendment.
5. No Other Amendment. Except as specifically modified or amended by this First Amendment, the Original Subdivision Agreement shall remain in full force and effect.
6. Binding Effect. This First Amendment shall be binding upon the Parties hereto, their respective successors, and assigns in the same manner and to the same extent as the Original Subdivision Agreement.

(Signatures on following pages.)

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this First Amendment, effective on the day and year affixed hereon. Executed in triplicate on the dates indicated with the signatures below.

Executed by City of Springfield this 30th day of November, 2021.



CITY OF SPRINGFIELD, NEBRASKA,
A Political Subdivision

Robert Roeland
Mayor

Attest:

Karen R. Gottsch
Springfield City Clerk

Approved as to form:

William E. Suller, Jr.
Springfield City Attorney

Executed by District this 8th day of November, 2021.

SANITARY & IMPROVEMENT DISTRICT
No. 348 of Sarpy County, Nebraska

[Signature]
Chairperson, Board of Trustees

Attest:

[Signature]
Clerk, Board of Trustees

Executed by Developer this 1st day of November, 2021.

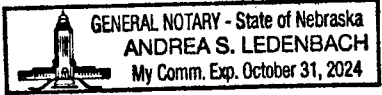
Developer:
MADDAD LAND, LLC

Lamara Deeger
Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 30th day of November, 2021 by Robert Roseland, Mayor of the City of Springfield, Nebraska, for and on behalf of said City.

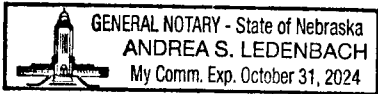
Andrea Ledebach
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 30th day of November, 2021 by Kathleen R. Gottsch, City Clerk of the City of Springfield, Nebraska.

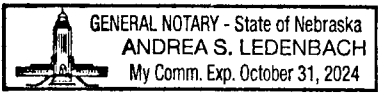
Andrea Ledebach
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 16th day of November, 2021 by William E. Seidler, Jr., City Attorney of the City of Springfield, Nebraska.

Andrea Ledebach
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 8th day of NOVEMBER, 2021 by Jonathan M. Meyers, Chairperson of the Board of Trustees of Sanitary and Improvement District No. 348, Sarpy County, Nebraska, for and on behalf of said District.

Marcy M. Kastrick
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)



The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 8th day of NOVEMBER, 2021 by James Meyers, Clerk of Sanitary and Improvement District No. 348, Sarpy County, Nebraska, for and on behalf of said District.

Marcy M. Kastrick
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)



The foregoing First Amendment to Subdivision Agreement was acknowledged before me this 8th day of NOVEMBER, 2021 by Tamara Meyers-Draeger, Managing Member of MADDAD LAND, LLC, a Nebraska limited liability company, for and on behalf of said Company.

Marcy M. Kastrick
Notary Public



Exhibit J-1

AMENDED AND RESTATED BY-LAWS OF SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the Corporation is SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be as designated by the Board of Directors from time to time, and meetings of Members and Directors may be held at such places within Sarpy County, Nebraska, as may be designated by the Board of Directors.

ARTICLE II MEMBERSHIP

Section 1: Membership. The Association shall have members. The record owner of Lots 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One, including contract purchasers, shall be a voting member of the Association. The record owners of Outlots A and B shall be non-voting members of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2: Succession. The membership of each Owner shall terminate when they cease to be an Owner of any of Lots 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One, or Outlot A or B, and their membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE III MEMBERSHIP MEETINGS

Section 1: Annual Meeting. The annual meeting of the Association shall be held at the office of the Association during the month of February on the second Tuesday in each year, commencing at 4:00 p.m., or such other time or place as may be designated by the Association's Board of Directors. Each annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. If the date set for the annual meeting of the membership is a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday.

Section 2: Special Meetings. Special meetings shall be held whenever called by the President or Vice-President or by a majority of the Association's Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

Section 3: Notice of Meetings. Notice of all meetings, stating the time, date, place and purpose for which the meeting is called, shall be given by the President or Vice-President or

Secretary, unless waived in writing. Such notice shall be in writing to each Member at the last known address shown on the records of the Association and shall be mailed at least ten (10) days but no more than thirty (30) days prior to the date of the meeting. Proof of such mailings shall be made by affidavit, duly executed by the Person giving the notice. Notice of meeting may be waived before or after any such meeting.

Section 4: Quorum. A Quorum at any meeting shall consist of thirty (30%) percent of those Members entitled to cast all votes of the Association. A Quorum is represented by persons in attendance and by proxy. If any meeting of the Members cannot be organized because a quorum has not attended, the Members present either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article. For the purposes of this Article III Section 4, if a Member attends any meeting via telephone or video conference, he/she shall not be considered absent from such meeting.

Section 5: Voting. The Association shall have only one class of voting membership. Each Lot Owner of Lots 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One, shall be entitled to the number of votes equaling the number of memberships owned by such Lot Owner. Each Owner shall have one membership rounded off to the nearest Net Acre for each Net Acre owned by such Owner within its Lot, provided, however, that any Owner owning a Lot containing less than one acre shall have one membership. Each vote must be cast as a single unit. If an Owner consists of more than one Person, then all persons constituting an Owner of such Lot shall, simultaneously with or immediately after their acquisition of such Lot, deliver to the Association a written instrument appointing one Person as the agent for all Persons constituting the Owner of such Lot, which agent shall thereupon receive notices of Assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by an Owner. An Owner may change its designated agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. An Owner may assign all, but not less than all, of its voting rights attributable to a particular Lot to a Lessee, which shall be effective only upon actual receipt of such notice by the Association. If more than one Person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

Section 6: Proxies. Votes may be cast in Person or by proxy, as provided in the Nebraska Nonprofit Corporation Act (Neb. Rev. Stat. Section 21-1901 et. seq.). In addition, proxies established via electronic mail from a Member shall be considered a valid form of proxy for the purposes of these By-Laws. In the event the Board of Directors elects to implement a voting process whereby votes may submitted by Members electronically, such electronic vote shall be deemed to satisfy the requirements of these By-Laws.

ARTICLE IV
BOARD OF DIRECTORS

Section 1: Number. The business of the Association shall be managed by a Board of Directors of at least three (3) directors nor more than five (5) directors (each a "Director" and collectively, the "Directors"), who shall serve without compensation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties as a Director. The Directors do not need to be Members of the Association. The names and addresses of the Board of Directors who are to act in the capacity of Directors (the "Initial Directors") until the selection of their successors are:

Jonathan M. Meyers
10064 S. 134th Street
Omaha, NE 68138

James Meyers
10064 S. 134th Street
Omaha, NE 68138

Tamara Draeger
10064 S. 134th Street
Omaha, NE 68138

Section 2: Term of Office. The Initial Directors shall serve until the first annual meeting of the Association or until such time as their successors are elected. At such time, new Directors shall be elected for terms staggered on a one (1), two (2) and three (3) year basis. One (1) Director shall be elected for one (1) year, one (1) Director shall be elected for two (2) years and one (1) Director shall be elected for three (3) years. After the initial term of each such Director, all Directors shall thereafter be elected for three (3) year terms. In the event that there are more than three (3) Directors, each additional Director shall be for three (3) year terms. Each Director shall serve for the term set forth hereinabove and until his or her successor is duly elected and qualified, or until removed from office as provided herein.

Section 3: Election. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of votes cast. Each person entitled to vote may cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 4: Removal. Any Director may be removed from the Board, with or without cause, by concurrence of a two thirds (2/3) majority of the votes cast by the quorum present at any regular or special meeting of the Association called for that purpose.

Section 5: Vacancies. In the event of the death, resignation or removal of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of their predecessor.

VOTING V
MEETING OF DIRECTORS

Section 1: Regular Meeting. Regular meetings of the Board of Directors shall be held at such times and places which are determined, from time to time, by a majority of the Board of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any regular meeting. Notice of meeting may be waived before or after any such meeting.

Section 2: Special Meetings. Special meetings of the Board of Directors may be held at the request of the President, Vice-President or Secretary, and must be held at the written request of two-thirds (2/3) of the Directors. Notice of special meetings shall be given to each Director, personally or by mail, telephone or equivalent service, at least five (5) days prior to the date of any special meeting. Such notice shall state the time, date, place and purpose of the special meeting. Notice of meeting may be waived before or after any such meeting.

Section 3: Quorum. A majority of the current number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of those Directors present at any meeting at which a quorum is present shall constitute the acts of the Association, except where approval by a greater number of Directors is required by these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting until a quorum is present. Upon reconvening an adjourned meeting, any business called may be transacted without the necessity of providing any further notice. For the purposes of this Article V, Section 3, if a Director attends any meeting via telephone or video conference, he/she shall not be considered absent from such meeting.

Section 4: Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Association shall have all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties exercised by the Board of Directors, and upon authorization of the Board of Director by the Officers, as applicable, shall include, but shall not be limited to the following:

- (a) The election and removal of the officers of the Association.
- (b) The acquisition, development, maintenance (including, but not limited to, snow plowing, if necessary), repair, replacement, operation and administration of the common areas within Springfield Commerce, a subdivision located within Sarpy County, Nebraska (the "Common Areas"), and the enforcement of the

rules and regulations relating to the Common Areas and the development as a whole.

(c) The landscaping, mowing, watering, repair and replacement of the Common Areas, including the power to contract with parties to conduct such landscaping, mowing, watering, repair and replacement of the Common Areas.

(d) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of any recorded Declaration of Covenants, Conditions, Restrictions and Easements for Springfield Commerce or these By-Laws and to enforce liens as provided for in any such Declaration.

(e) The commencement and maintenance of actions to or restrain and enjoin any actual or threatened breach of any such recorded Declaration and enforce by mandatory injunction or otherwise any of the provision of any such recorded Declaration.

(f) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment and purchase of insurance, if necessary, covering any Common Areas against property damage and casualty, and purchase of liability insurance coverages for the Association, and the Directors or Officers of the Association, if any.

(g) 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.

(h) The deposit, investment and reinvestment of Association funds in interest-bearing bank accounts (if possible), money market funds or accounts, certificates of deposits, or similar investments in which principal is not diminished and the borrowing of funds to pay costs of operation, secured by Assessments revenues due for succeeding years or by assignment or pledge of rights against delinquent Owners; provided, however, that a majority of the outstanding votes of the Owners shall be required to borrow in excess of one year's budgeted expenses of the Association.

(i) The payment of any taxes, special assessments or other liabilities which are or would become a lien on the Property located within Springfield Commerce.

(j) The employment of professionals and consultants to advise and assist the Officers and Directors of the Association in the performance of their duties and responsibilities for the Association.

- (k) The general administration and management of the Association, execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration, management, or purposes of the Association.
- (l) The adoption and publication of rules and regulations governing the use of the Common Areas.
- (m) Suspend the right of a Member to vote during any period when such Member shall be in default in the payment of any assessments levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed ninety (90) days, for infraction of published rules and regulations promulgated by the Board of Directors.
- (n) Engage the services of an agent, manager, independent contractors or employees as they deem necessary to maintain, repair, replace, administer and operate the Common Area, or any part thereof, and manage all other affairs and business of the Association for all of the Members, upon such terms and for such compensation as the Board of Directors may approve. Any agreement for the services of any such agent, manager, independent contractor or employee shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days written notice, and no such agreement shall be of a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.
- (o) The granting or relocating of easements over, across or through the Common Areas as the Board of Directors may determine to be beneficial to the Members.
- (p) To cause to be kept a record of all acts and corporate affairs.
- (q) 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 these By-Laws, as the same are amended from time to time.
- (r) To perform all obligations to maintain Outlots A and B pursuant to a Subdivision Agreement between the City of Springfield, Nebraska and MADDAD Land, LLC and SID 348 of Sarpy County, Nebraska.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1: Enumeration of Officers. The executive officers of the Association shall consist of a President (who must also be a Director), a Vice-President, Treasurer, and Secretary.

Section 2: Election of Officers. The election of officers shall be made by a majority vote of the Board of Directors at the first meeting of the Board following each annual meeting of the membership.

Section 3: Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise become disqualified to service.

Section 4: Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any officer may be filled by a majority vote of the quorum present of the Directors. The officer elected to such vacancy shall serve for the remainder of the term of the officer they replace.

Section 7: Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 8: Duties. The duties of the officers are as follows:

(a) President. The President shall be the Chief Executive Officer of the Association, and shall supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and all meetings of the Board. The President may sign, with or without any other officer of the Association as authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except where the signing and the execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall have the power to appoint and remove one or more administrative Vice-Presidents of the Association and such other assistants to the various elected officers of the Association as is necessary of the accomplishment of their duties. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board.

(b) Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President, or if there is more than one Vice-President, the Senior Vice-President, shall perform the duties of the President, and when so acting shall have all the powers, of, and be subject to, all the restrictions upon the President. Otherwise, such Senior and other Vice-Presidents shall perform only such duties as may be assigned by the President or by the Board.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; be custodian of the records of the Association, except those of the Treasurer; keep or cause to be kept under their general supervision by a registrar or transfer agent appointed by the Board, a register of the name and post office address of each Member as furnished by such Member; have general charge of the transfer books of the corporation; and in general perform all duties incidental to the office of the Secretary and such other duties as may be assigned to them by the President or by the Board.

(d) Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be directed by the Board; shall sign all checks and promissory notes of the Association except in those instances where the Board has delegated the authority to sign checks to a managing agent employed by the Association; shall keep proper books of account; shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the regular annual meeting of the Members, and shall deliver a copy of such to the Members. The duties of the Treasurer may be performed by the Managing Agent.

Section 9: Committees. The Board shall appoint committees as the Board may deem appropriate to carry out the purposes of the Association.

ARTICLE VIII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office

of the Association. A copy shall be provided initially for the Owners of each Lot, and additional copies shall be made available for purchase by Members at reasonable costs.

ARTICLE IX
INDEMNIFICATION

The Association shall indemnify and hold harmless each of its Directors and Officers against any and all liability arising out of any acts or the Directors, Officers, Committee Members, or Board arising out of their status as Directors, Officers, or committee members, unless any such act is a result of gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses including, by way of illustration but not of limitation, attorney's fees and costs reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, or committee member may be involved by virtue of such person having the status of a Director, Officer, or committee member provided, however, that such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action or proceeding to be liable for gross negligence or criminal intent in the performance of his duties.

ARTICLE X
AMENDMENTS

If the City of Springfield consents to the Amendment, then these By-Laws may be changed, modified or amended, at a regular or special meeting of the Members, by eighty percent (80%) of the votes entitled to be cast by the Members at a regular or special meeting called for that purpose.

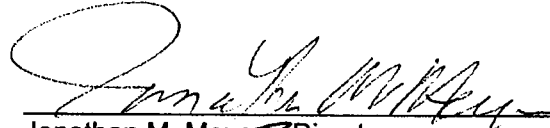
ARTICLE XI
MISCELLANEOUS

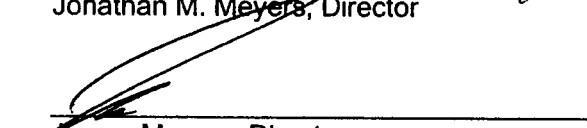
The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XII
COLLECTION OF CHARGES

The Association shall have an obligation to levy a charge on each member to pay for the maintenance of Outlots A and B, Springfield Commerce, a subdivision in Sarpy County, Nebraska and, if such charge is not paid upon demand, it may be recorded as a lien against the lot of such non-paying owner.

DATED this 8th day of November, 2021.


Jonathan M. Meyers, Director


James Meyers, Director

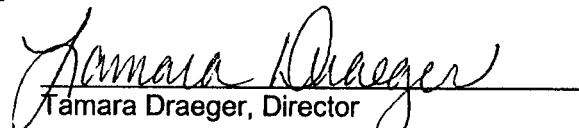

Tamara Draeger, Director

Exhibit K-1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SPRINGFIELD COMMERCE PROPERTY OWNERS ASSOCIATION, INC.**

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

ARTICLE I

Name

The name of the corporation is Springfield Commerce Property Owners Association, Inc., hereinafter called the "Association."

ARTICLE II

Mutual Benefit Corporation

The Association is a mutual benefit corporation.

ARTICLE III

Principal Office

The principal office of the Association is located at 10064 S. 134th Street, Omaha, Nebraska 68138.

ARTICLE IV

Registered Address and Agent

The address of the initial registered office of the Association is 220 N. 89th Street, Suite 201, Omaha, Nebraska 68114, and the name of the Association's registered agent is Jeffrey B. Farnham.

ARTICLE V

Purposes and Powers

This Association does not contemplate pecuniary gain or profit either to it or to the members thereof, and the specified purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the improvements, amenities, and common areas and maintain Outlots A and B within Springfield Commerce, a subdivision located within Sarpy County, Nebraska; and to promote the health, safety, recreation and welfare of the owners and occupants of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Association's By-Laws.
- b. Have and exercise any and all powers, rights and privileges which a corporation organized under the Nebraska Nonprofit Corporation Act may have, as amended from time to time.

- c. To perform all obligations to maintain Outlots A and B pursuant to a Subdivision Agreement between the City of Springfield, Nebraska and MADDAD Land, LLC and SID 348 of Sarpy County, Nebraska.
- d. To create an obligation by the owners of Lots 1, 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One, Sarpy County, to pay for the maintenance of Outlots A and B, Springfield Commerce, a subdivision in Sarpy County, Nebraska.
- e. To collect fees from all voting members of the Association.

ARTICLE VI **Membership**

The Association shall have members. The record owner of Lots 1, 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One and Outlots A and B, Springfield Commerce, including contract purchasers, shall be members of the Association. The foregoing is not intended to include mortgagees, trustees holding deeds of trust, or other persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lots 1, 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One and Outlots A and B, Springfield Commerce which is subject to assessment by the Association.

ARTICLE VII **Voting Rights**

The Association shall have one class of voting membership and one class of non-voting members. Each Lot Owner of Lots 1, 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One shall be entitled to the number of votes equaling the number of memberships owned by such Lot Owner of Lots 1, 3 and 4, Springfield Commerce and Lots 1, 2 and 3, Springfield Commerce Replat One. Each Owner shall have one membership rounded off to the nearest Net Acre for each Net Acre owned by such Owner within its Lot, provided, however, that any Owner owning a Lot containing less than one acre shall have one membership. The voting rights shall otherwise be governed by the provisions of the Bylaws.

Outlots A and B shall each have one non-voting membership.

ARTICLE VIII **Board of Directors**

The affairs of this Association shall be managed by a Board of Directors of not less than three (3) Directors nor more than five (5), who need not be members of the Association or be Owners. The initial Board of Directors shall consist of three (3) members.

ARTICLE IX
Duration

The corporation shall exist perpetually.

ARTICLE X
Incorporator

The name and address of the sole incorporator is:

Jeffrey B. Farnham
FARNHAM & GRIFFIN, PC, LLO
220 N. 89th Street, Suite 201
Omaha, NE 68114

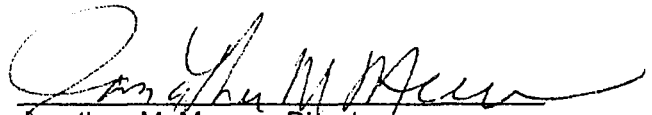
ARTICLE XI
Dissolution

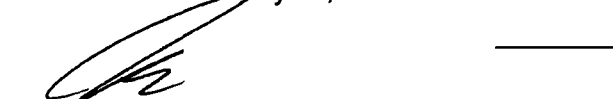
If the City of Springfield consents to the dissolution, then the Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the memberships in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, after paying or making provision for payment of all of the liabilities of the Association, shall be distributed to the Members of the Association.

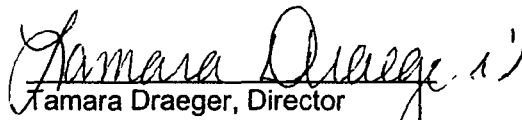
ARTICLE XII
CONSENT

It is hereby certified that consent in writing to the above amendment has been given by all the directors of the corporation and by the holders of all the shares entitled to vote on such amendment.

IN WITNESS WHEREOF, the undersigned, being duly authorized under the laws of the State of Nebraska, has executed these Articles of Incorporation of Springfield Commerce Property Owners Association, Inc., this 3rd day of November, 2021.


Jonathan M. Meyers, Director


James Meyers, Director


Tamara Draeger, Director