

BYLAWS
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PONDEROSA ACRES ASSOCIATION & RECREATIONAL CLUB, INC.

ARTICLE 1.
OFFICES AND REGISTERED AGENT

Section 1.1 Principal Place of Business. The principal place of business of the Association shall be at 56347 7th St., Saint Helena, Nebraska 68774 or at such other location as the Board of Directors chooses. The location of the Association's principal place of business may be within or outside the State of Nebraska.

Section 1.2 Other Business Offices of Association. The Association may operate its business through any offices within or outside the State of Nebraska as authorized by its Board of Directors from time to time.

Section 1.3 Registered Office and Agent. The Association shall maintain a registered office and registered agent as required by the Nebraska Model Business Corporation Act, Neb. Rev. Stat. §§ 21-201 through 21-2,232 (the "MBCA"). The registered office shall be maintained at the Association's principal place of business.

ARTICLE 2.
MEMBERS

Section 2.1 Time of Meetings. Meetings of the Members shall be held at such times as may be fixed by the Board of Directors and stated in the notice or waiver of notice of such meetings.

Section 2.2 Place of Meetings. The Board of Directors may designate any place, including a site outside the State of Nebraska, as the place for any meeting of Members. If the Board of Directors fails to designate a place or if a meeting is not called by the Board of Directors, then the place of the meeting shall be the Association's principal place of business in the State of Nebraska.

Section 2.3 Annual Meeting. An Annual Meeting of Members shall be held on the second Saturday in June of each year for the purpose of electing Directors and transacting such other business that properly may be brought up at the Annual Meeting. If the day fixed for the Annual Meeting is a legal holiday, then the meeting shall be held on the next business day.

Section 2.4 Special Meetings. The Chairman of the Board of Directors, the Board of Directors, pursuant to a resolution approved by a majority of the Board of Directors, and Members owning at least Fifty-one percent (51%) of the Association Lots that are entitled to vote, by written request, may call a Special Meeting of the Members at any time. The only business that may be transacted at a Special Meeting of the Members is limited to the purposes stated in the notice of the Special Meeting.

Section 2.5 Notice of Meetings. Except as otherwise provided by the Articles of Incorporation, these Bylaws, or the MBCA, written notice of each meeting of the Members must be given to each Member of record who is eligible to vote at the meeting. The notice must be given no fewer than Ten (10) days and no more than Twenty (20) days prior to the meeting and must state the time, date, and place of the meeting. If the notice is for a Special Meeting, it also must include the purpose or purposes for which the meeting is called. If the notice is mailed, it will be deemed given when deposited with postage prepaid in the United States mail if addressed to the Member at the address listed in the Association's records.

When a meeting of the Members is adjourned to another time and/or place, no notice of the time, date, and place where the adjourned meeting will resume need be given if the time, date, and place where the meeting will be resumed are announced at the adjourned meeting.

A Member may waive notice of a meeting in writing either before or after the meeting or by attending the meeting in person or by proxy. A Member who waives notice of a meeting shall be as bound by the proceedings of the meeting as if due notice had been given.

Section 2.6 Quorum for a Meeting. A quorum is required to conduct business at a meeting of Members. Except as otherwise required by the Articles of Incorporation, these Bylaws, or the MBCA, Seventy-five percent (75%) of the Association Members, present in person, via live telephone conference, or by proxy, that are entitled to vote at the meeting constitutes a quorum. If there is no quorum for a meeting of Members, the presiding officer of the meeting may adjourn the meeting to another time, date, or place. If there is a quorum when that meeting is resumed, any business that could have been transacted at the adjourned meeting may be transacted when the meeting is resumed.

Section 2.7 Conduct of a Meeting. The Chairman of the Board shall have complete authority and discretion to set the procedures for Member meetings and to conduct the meetings. In exercising his or her discretion, the Chairman of the Board shall give due regard to the orderly conduct of business.

Section 2.8 Agenda Items for a Meeting. A Member who wishes an item to be considered at a meeting of Members must give the Secretary timely notice and a brief description of the business that the Member wishes to discuss at the meeting. A notice is timely if it is delivered to, or mailed and received by, the Secretary at the Association's principal place of business no fewer than Twenty (20) days nor more than Thirty (30) days before the meeting of Members.

Section 2.9 Voting. Except as otherwise required by the Articles of Incorporation, these Bylaws, or the MBCA, each Member present in person, via live telephone conference, or by proxy at a meeting of Members shall be entitled to one vote for each Lot owned at the time fixed as the record date for determining which Members are entitled to vote at the meeting.

Each Member entitled to vote at a meeting may do so in person, or the Member or the Member's duly authorized agent may execute, whether by manual signature, typewriting, telegraphic transmission, or otherwise as permitted by law, a written proxy authorizing one or more agents to

vote for the Member at the meeting. To be valid, a proxy must be filed with the Secretary prior to the meeting of Members.

A majority of Lots represented at a meeting for which there is a quorum is required to take action on behalf of all Members unless a greater percentage is required by the Articles of Incorporation, these Bylaws, or the MBCA. Voting on any question or in any election may be by voice unless the presiding officer orders or any Member demands that voting be by ballot. On a vote by ballot, the Member voting, or the Member's proxy, must sign the ballot and state the vote for each Lot owned by such Member.

Lots owned by a minor may be voted by the minor's guardian in person or by proxy. Lots owned by a deceased person may be voted by that person's personal representative in person or by proxy. Lots owned by an incompetent may be voted by that person's guardian in person or by proxy. Lots owned by a trustee may be voted by the trustee in person or by proxy.

Section 2.10 Informal Action by Members. If Members representing a majority of the Lots entitled to vote consent in writing to take action that they are permitted or required to take at a meeting of Members, that action will be effective without any need for a vote at a duly constituted meeting of Members. Members who do not consent in writing to the action shall be given notice of the action.

ARTICLE 3.

BOARD OF DIRECTORS

Section 3.1 Authority of the Board of Directors. Except as otherwise provided by the Articles of Incorporation, these Bylaws, and the MBCA, the Board of Directors shall have the power and authority to conduct the business affairs of the Association.

Section 3.2 Number of Directors. The number of directors on the Board of Directors shall be fixed from time to time by a resolution duly adopted by a majority of directors on the Board of Directors. The initial number of directors on the Board of Directors shall be Three (3). The number of directors fixed by the Board of Directors shall not be fewer than Three (3) nor more than Seven (7).

Section 3.3 Qualification of Directors. Each person elected as Director must at all times be Members of the Association, unless this membership requirement is waived by a unanimous vote of the Board of Directors. Directors need not be a resident of the State of Nebraska.

Section 3.4 Nomination of Directors. Candidates for Director shall be nominated by the Chairman of the Board or the Board of Directors or at any meeting of Members by any Member entitled to vote at the meeting.

Section 3.5 Election of Directors. At each Annual Meeting of Members, the Members shall elect Directors.

Section 3.6 Tenure of Directors. Each Directors shall hold office until the next Annual Meeting of Members or until the Director's successor has been elected and qualified.

Section 3.7 Resignation of a Director. A Director may resign as Director at any time by giving written notice to the Secretary. A Director's resignation shall take effect at the time specified by the notice or, if no effective date for the Director's resignation is specified by the notice, immediately upon receipt of the notice by the Secretary. Unless otherwise specified by the notice, the Secretary's acceptance of the resignation is not required to make the resignation effective.

Section 3.8 Removal of a Director. A Director may be removed at any time with or without cause by an affirmative vote of a majority of the Association's membership. A Director may be removed at any time for cause by an affirmative vote of the majority of the Directors on the Board of Directors.

Section 3.9 Regular Meetings. A Regular Meeting of the Board of Directors shall be held immediately after the Annual Meeting of the Members. The Board of Directors may by resolution set the time, date, and place for holding additional Regular Meetings. No notice need be given for any of these Regular Meetings. A Regular Meeting may be held within or outside the State of Nebraska.

Section 3.10 Special Meetings. The Chairman of the Board or the Board of Directors, pursuant to a resolution approved by a majority of Directors on the Board of Directors, may call a Special Meeting of the Board of Directors. Whoever calls a Special Meeting may set the time, date, and place for the Special Meeting. A Special Meeting may be held within or outside the State of Nebraska.

The Secretary shall give each Director written notice of the time, date, and place of the Special Meeting at least Ten (10) days prior to the meeting, unless notice is waived in writing by the Director. Notice shall be given to each Director personally or by mail, messenger, telephone, fax or e-mail at the Director's business address or residence. Notice by mail will be deemed given when deposited with postage prepaid in the United States mail if properly addressed to the Director at his or her business address or residence. Attendance at the Special Meeting will constitute waiver of the notice requirement unless attendance is for the express purpose of objecting to the meeting as unlawfully convened. The business to be transacted at the Special Meeting need not be specified in the notice or waiver of notice. A waiver of notice must be filed with the corporate records or made part of the minutes of the Special Meeting.

Section 3.11 Quorum. A quorum of Directors is required to transact business at a Regular or Special Meeting of the Board of Directors. A majority of the number of authorized Directors constitutes a quorum. A Director may be deemed present at a meeting if he or she participates through the use of a conference telephone or other device permitting all participants to hear each other and if a majority of those actually present at the meeting consent in writing to record the meeting and actually make such a recording. A Regular or Special Meeting of the Board of Directors for which there initially was a quorum may continue notwithstanding the withdrawal of one or more Directors, but any action must be approved by at least a majority of the number of Directors required for a quorum at the meeting.

Section 3.12 Adjourned Meetings. A majority of the Directors present at any Regular or Special Meeting of the Board of Directors, whether or not they constitute a quorum, may adjourn a meeting until a quorum is present or for any other reason. The same notice of the time and place for a meeting that is required for Special Meetings is required for Adjourned Meetings.

Section 3.13 Voting. A vote by the majority of Directors present at a Regular or Special Meeting for which there is a quorum will be deemed an act of the Board of Directors unless a greater percentage is required by the Articles of Incorporation, these Bylaws, or the MBCA. Directors who are present at a meeting of the Board of Directors are presumed to have assented to any action taken by those present unless that Director's dissent is entered in the minutes of the meeting or a written dissent is delivered to the Secretary. This shall not give a director who voted in favor of a resolution the right to later change his or her vote.

Section 3.14 Actions Requiring a Supermajority Vote. The Board of Directors may take any of the following acts only upon an affirmative vote of at least Seventy-five percent (75%) of the Directors present at any Regular or Special Meeting of the Board of Directors at which there is a quorum present:

- (a) Amendment of the Bylaws.
- (b) Borrowing more than Twenty-thousand dollars (\$20,000.00).
- (c) The sale of all or substantially all of the assets of the Association.
- (d) The merger of the Association with another entity.
- (f) Dissolution of the Association.

Section 3.15 Informal Action by Directors. If all Directors consent in writing to take action permitted or required to be taken at a Regular or Special Meeting of the Board of Directors, then such action shall be effective without the need for a meeting of the Board of Directors. The writing or writings must be filed with the minutes of the proceedings of the Board of Directors.

Section 3.16 Compensation of Directors. Unless otherwise restricted by the Articles of Incorporation, these bylaws, or the MBCA, the Board of Directors is authorized to fix the compensation of Directors for services to the Association. The Board of Directors also is authorized to reimburse Directors for any expenses incurred to attend meetings of the Board of Directors. No Director shall be denied compensation because he or she also is being compensated for his or her services to the Association as an officer.

Section 3.17 Vacancies on the Board of Directors. If there is a vacancy on the Board of Directors, because a Director has resigned, been removed, or otherwise vacated office or because the authorized number of Directors has been increased, the vacancy may be filled by a person elected by a majority of the Directors then in office, even though fewer than a quorum. A Director so elected shall hold office until the Director's successor has been duly elected at the Annual Meeting of Members and qualified. If there is no Director in office, an election may be held as provided by the MBCA.

Section 3.18 Conflicts of Interest. No contract or other transaction between the Association and one or more of its Directors or between the Association and one or more business entities in which a Director is a director or officer or has a financial interest will be void or voidable solely because of the Director's relationship or financial interest or solely because the Director is present at or participates in the meeting of the Board of Directors or committee of the Board of Directors that authorizes the contract or other transaction, if one of the following occurs:

- (a) The material facts of the Director's relationship or interest and the contract or other transaction are disclosed to the Board of Directors and noted in the minutes of the meeting approving the contract or other transaction and the contract or other transaction is approved by the affirmative votes of a majority of the disinterested Directors, even though that majority does not constitute a quorum.
- (b) The material facts of the Director's relationship or interest and the contract or other transaction are disclosed to the Members and the contract or other transaction is approved by a vote of Seventy-five percent (75%) of the membership votes.
- (c) The contract or transaction is fair to the Association at the time that it is approved by the Board of Directors.

Section 3.20 Annual Report. The Board of Directors shall present a complete and accurate statement of the business and financial condition of the Association at each Annual Meeting of Shareholders.

ARTICLE 4.

OFFICERS

Section 4.1 Number of Officers. The Association shall have a Chairman of the Board of Directors, a President, a Vice-President, a Treasurer, a Secretary, and such other officers as elected by the Board of Directors. One individual may hold any two or more offices except the offices of President and Secretary.

Section 4.2 Election. The officers shall be elected each year by the Board of Directors at their first meeting following the Annual Meeting of Members. If officers are not elected at that meeting, then they shall be elected at a meeting held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Election of someone as officer shall not by itself give that person any contractual rights. The same person may hold more than one office unless that would violate the Articles of Incorporation, these Bylaws, or the MBCA.

Section 4.3 Term of Office. Officers shall continue in office until they die, resign, are removed, or their successor has been duly elected and qualified.

Section 4.4 Resignation of an Officer. An individual may resign as officer at any time by giving written notice to the Secretary. An officer's resignation shall take effect at the time specified by the notice or, if no effective date for the officer's resignation is specified by the notice, immediately upon receipt of the notice by the Secretary. Unless otherwise specified by the notice, the Secretary's acceptance of the resignation is not required to make the resignation effective.

Section 4.5 Removal of an Officer. An officer may be removed with or without cause at any time by a vote of the majority of the members of the Board of Directors. Removal by itself will not prejudice any contractual rights that an officer has.

Section 4.6 Vacancies. Vacancies may be filled at any meeting of the Board of Directors.

Section 4.7 Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and the Members and shall have such other powers and authority as assigned from time to time by the Board of Directors.

Section 4.8 President. The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, the President shall be in charge of the business of the Association. The President shall see that the resolutions and directions of the Board of Directors are carried into effect unless the Board of Directors specifically assigns that responsibility to someone else. The President shall discharge all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time. Unless the President's authority to execute instruments expressly has been delegated to someone else or a different mode of execution expressly has been prescribed by the Board of Directors, the President may execute for the Association any contracts, deeds, mortgages, bonds, and other instruments that the Board of Directors has authorized to be executed. The President may execute such instruments according to the requirements of the form of the instrument with or without the Association's seal and either individually or with the Secretary or other officer authorized by the Board of Directors.

Section 4.9 Vice-President. The Vice-President shall help the President discharge his or her duties as President and shall perform duties assigned by the President and Board of Directors. If the President is absent or unable to act or refuses to act, then the 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. Unless the Board of Directors expressly has delegated authority to execute to another officer or agent of the Association, the Vice-President may execute for the Association any contracts, deeds, mortgages, bonds, and other instruments that the Board of Directors has authorized to be executed. Unless the Board of Directors expressly has prescribed a different mode of execution, the Vice-President may execute instruments according to the requirements of the form of instrument with or without the Association's seal and either individually or with the Secretary or any other officer authorized by the Board of Directors.

Section 4.10 Treasurer. The Treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall have charge of and be responsible for maintaining adequate books of account for the Association. The Treasurer also shall have charge and custody of all funds and securities of the Association and shall be responsible for the receipt and disbursement of those funds and securities. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or Board of Directors.

Section 4.11 Secretary. Except as otherwise directed by the Board of Directors, the Secretary shall:
(a) record the minutes of meetings of the Members and Board of Directors in one or more books

provided for that purpose; (b) see that all notices duly are given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and the seal of the Association; (d) keep a register of the post office address of each Member, which address shall be furnished to the Secretary by the Member; (e) unless the Board of Directors expressly has prescribed a different mode of execution, sign with the President, Vice-President, or any other officer authorized by the Board of Directors any contracts, deeds, mortgages, bonds, and other instruments that the Board of Directors has authorized for execution, according to the requirements of the form of the instrument; (f) have general charge of the membership transfer books of the Association; and (g) perform all duties incident to the office of the Secretary and such other duties assigned from time to time by the President or Board of Directors.

Section 4.12 Compensation of Officers. The Board of Directors shall fix the compensation for officers. Individuals may receive compensation for their services as officers even though they also may be compensated for their services as director.

Section 4.13 Conflicts of Interest. No contract or other transaction between the Association and one or more of its officers or between the Association and one or more business entities in which an officer is a director or officer or has a financial interest will be void or voidable solely because of the officer's relationship or financial interest if one of the following occurs:

- (a) The material facts of the officer's relationship or interest and the contract or other transaction are disclosed to the Board of Directors or committee of the Board of Directors and noted in the minutes of the meeting approving the contract or other transaction and the contract or other transaction is approved by the affirmative votes of a majority of disinterested Directors, even though that majority does not constitute a quorum.
- (b) The material facts of the officer's relationship or interest and the contract or other transaction are disclosed to the Members and the contract or other transaction is approved by a vote of Seventy-five percent (75%) of the membership votes.
- (c) The contract or transaction is fair to the Association at the time that it is approved by the Board of Directors or committee of the Board of Directors.

ARTICLE 5.

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 5.1 Execution of Contracts and Instruments. Except as otherwise provided by the Articles of Incorporation, these Bylaws, or the MBCA, the Board of Directors may authorize any officer or officers or any agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

A corporate seal is not required for any instrument executed by or on behalf of the Association to be valid.

Section 5.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in the name of the Association unless authorized by a resolution of

the Board of Directors. Such authority may be general or confined to specific instances. No loans may be made by the Association to its officers and directors.

Section 5.3 Checks and Drafts. All checks, drafts, other orders for the payment of money, notes, and other evidences of indebtedness issued in the name of the Association shall be signed by the officer or officers or agent or agents and in such manner as determined by resolution of the Board of Directors.

Section 5.4 Deposits. All funds of the Association not otherwise employed may be deposited from time to time to the credit of the Association in such banks, trusts, and other depositories as the Board of Directors may select.

ARTICLE 6.

FISCAL YEAR

The Association's fiscal year shall end on the last day of December of each year or some other date fixed by the Board of Directors from time to time.

ARTICLE 7.

INDEMNIFICATION AND INSURANCE

Section 7.1 Right to Indemnification. Each current and former Director and officer of the Association who has met the applicable standard of conduct set forth in the MBCA shall be indemnified and held harmless by the Association to the full extent authorized by the MBCA (as it may hereafter be amended, but only to the extent that an amendment permits the Association to provide broader indemnification rights than the Act permitted the Association to provide prior to Act's amendment) against all costs, expenses, liability, and loss, including attorney fees, judgments, fines, penalties, ERISA excise taxes, and amounts paid in settlement (other than payments to the Association itself), reasonably incurred or suffered in connection with any threatened, pending, or completed action, suit, civil proceeding, criminal proceeding, administrative proceeding, or investigative proceeding to which the person is or may be made a party or witness or otherwise involved in by reason of the fact that the person is or was a Director or officer of the Association or is or was serving at the request of the Board of Directors as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan. However, the Association shall indemnify a person in connection with a proceeding (or portion of a proceeding) initiated by the person only if that proceeding (or portion of a proceeding) was authorized by the Board of Directors. If a person is entitled to indemnification for only a portion of the expenses, liabilities, and losses incurred, the Association shall indemnify the person for the portion to which that person is entitled.

This right to indemnification includes the right to be paid expenses incurred in defending a proceeding prior to its final disposition; however, if required by the MBCA, expenses may be

advanced only if the indemnitee agrees in writing to reimburse the Association for such expenses if it later is determined that the indemnitee had no right to indemnification.

The provisions of this Article shall be a contract between the Association and each Director and officer of the Association. Any repeal or modification of this Article shall not affect any rights or obligations then or thereafter existing. This right of indemnification shall be in addition to other rights that an officer or Director may be entitled to as a matter of law, agreement, or a vote of Members.

The Board of Directors of the Association may grant rights to indemnification to any employee or agent of the Association to the same extent as those rights granted to Directors and officers or to any lesser extent determined by the Board of Directors.

This provision shall inure to the benefit of the indemnitee's heirs, executors, administrators, and assigns.

Section 7.2 Limitations on the Right to Indemnification. Notwithstanding anything in this Article to the contrary, Association shall have no obligation to make any payment to an indemnitee under any of the following circumstances:

- (a) The indemnitee acted with gross negligence or in bad faith.
- (b) Payment is prohibited by applicable law.
- (c) To the extent that the indemnitee has been paid under any insurance policy.
- (d) To the extent that the indemnitee has been paid by the Association or any of its affiliates otherwise than pursuant to this Article.
- (e) For any expense, liability, or loss incurred in connection with a proceeding settled without the Association's written consent, which shall not be unreasonably withheld by the Association.
- (f) For an accounting, within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state law, of profits made by the indemnitee from the sale or purchase of the Association's securities.

Section 7.3 Notification by Indemnitee. Upon being served with a summons, subpoena, citation, complaint, indictment, information, or other document relating to any civil, criminal, administrative, or investigative proceeding, a person shall promptly notify the Association in writing. A person's failure to notify the Association shall relieve the Association from its obligation to indemnify and hold harmless that person only to the extent that the failure prejudices the Association's rights. A person's failure to notify the Association will not relieve the Association from any liability it may have to the person otherwise than under this Article.

Section 7.4 Proceedings To Defend an Indemnitee. In any civil, criminal, administrative, or investigative proceeding involving a Director, officer, employee, or agent of the Association, the Association shall be entitled to participate at its own expense and shall be entitled to assume the defense with counsel that is reasonably satisfactory to the indemnitee. However, the Association shall not be entitled to assume the defense in such a proceeding if the indemnitee reasonably concludes that the indemnitee and the Association may have a conflict of interest with respect to the proceeding.

After the Association gives notice to the indemnitee that the Association has exercised its right to assume the indemnitee's defense, the Association shall not be liable to the indemnitee for any expenses subsequently incurred by the indemnitee in connection with the defense in the proceeding, except as provided by this provision. The indemnitee may employ counsel in such a proceeding but will be liable for the fees and expenses of counsel unless the indemnitee's employment of counsel has been authorized in writing by the Association, the Association has not employed counsel to assume the defense, or the Association has not been acting with reasonable diligence, in which case the Association shall be liable for the fees and expenses of the indemnitee's counsel.

The Association shall not settle any proceeding in such a manner that would impose a penalty or limitation on the indemnitee unless it obtains the indemnitee's written consent, which shall not be unreasonably withheld.

Section 7.5 Suits To Enforce Indemnification Rights. If a written claim for indemnification is not paid in full by the Association within One-hundred Eighty days (180) after it is received by the Association, the indemnitee may bring suit against the Association to recover the unpaid amount of the claim. If the indemnitee is successful in whole or in part in such a suit, the indemnitee shall be entitled to be paid the expenses of prosecuting that suit.

If a person who has agreed to reimburse the Association for expenses paid in advance if it is determined that the person had no right to be indemnified fails to reimburse the Association for such expenses within Thirty (30) days after it has been determined that the person has no right to be indemnified, the Association may bring suit against the person to recover the amount not reimbursed. If the person is successful in whole or in part in any such suit, the indemnitee shall be entitled to be paid the expenses of defending that suit.

In any suit by a person to enforce a right to indemnification and in any suit by the Association to obtain reimbursement for expenses paid in advance, the Association shall have the burden of proving that the person has no right to indemnification.

Section 7.6 Insurance. The Association may purchase and maintain, at its expense, insurance to protect itself, any Director, officer, employee, or agent of the Association, and any other corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, including any expense, liability, or loss that the Association has no power under the MBCA to indemnify a person against.

ARTICLE 8.

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is now or hereafter subject to assessment as provided in the Declaration of Covenants, Conditions, and Restrictions for Ponderosa Acres Subdivision, Cedar County, Nebraska, including contract sellers, shall be a Member of the Association. Acquisition by such Owner of an interest in a Lot


shall be deemed such Owner's consent to admission as a Member, and such membership may not be terminated without divestiture of such interest in a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains.

ARTICLE 9.
AMENDMENT OF BYLAWS

These Bylaws may be amended or repealed or new bylaws enacted at any time and from time to time by a majority vote of the Directors of the Board of Directors or a majority vote of the Members.

ENACTED at a Special Meeting of Members held the 7th day of May, 2016 pursuant to Article 5 of the Articles of Incorporation of Ponderosa Acres Association & Recreational Club, Inc.

CEDAR VIEW DEER LODGE, LLC

By: 
Kevin M. Becker
Member/Manager, Cedar View Deer Lodge, LLC