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DAVID DOWLING

CEDAR COUNTY, NE

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BOOK 62 PAGE 376

RETURN TO:
 MONSON & HOLLOWAY
 c/o Keelan Holloway
 P.O. Box 708
 Laurel, NE 68745

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 PONDEROSA ACRES SUBDIVISION, CEDAR COUNTY, NEBRASKA**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 5th day of April, 2016, (the "Effective Date") by **Cedar View Deer Lodge, LLC**, a Nebraska limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain land located in Cedar County, Nebraska more particularly described as:

PONDEROSA ACRES SUBDIVISION IN SECTION EIGHTEEN (18) AND THE ACCRETION GROUND THEREOF, LOCATED IN TOWNSHIP THIRTY-THREE (33) NORTH, RANGE TWO (2) EAST OF THE 6TH P.M., CEDAR COUNTY, NEBRASKA, legally described as:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, and Lot 27, all in Ponderosa Acres Subdivision in Section Eighteen (18) and the Accretion Ground thereof, located in Township Thirty-three (33) North, Range Two (2) East of the 6th P.M., Cedar County, Nebraska, and being more fully described in the Tim L. Gobel plat and survey dated February 2, 2016; and

A One (1) acre tract of land located in Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska and more particularly described as follows: Base bearing for the following legal description is N87°33'05"E, (bearing from center ¼ corner to the East ¼ corner of Section 13, Township 33 North, Range 1 East of the 6th P.M. Cedar County, Nebraska). Referring to a found 1" open top pipe, being the West ¼ corner of Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska; thence on the centerline of an existing 16 foot wide access road, recorded in Book 44, Page 30 in the Register of Deeds office, Cedar County, Nebraska, for the next Ten (10) courses, on a curve to the right, having a radius of 113.87 feet, an arc length of 60.52 feet and a central angle of 30°27'00", a chord bearing of S77°13'25"E, a chord distance of 59.81 feet to the point of tangency; thence S61°59'55"E, a distance of 315.24 feet to the point of curvature; thence on a curve to the right, having a radius of 198.72 feet, an arc length of 59.54 feet and a central angle of 17°10'00", with a chord bearing of S53°24'55"E, a chord distance of 59.32 feet to the point of tangency; thence S44°49'55"E, a distance of 79.48 feet to the point of curvature; thence on a curve to the left, having a radius of 76.57 feet, an arc length of 39.11 feet and a central angle of 29°16'00", with a chord bearing of S59°27'55"E, a chord distance of 38.69 feet to the point of tangency; thence S77°05'55"E, a distance 179.06 feet to the point of curvature; thence on a curve to the left, having a radius of 73.99 feet, an arc length of 39.06 feet and a central angle of 30°15'00", with a chord bearing of S89°13'25"E, a chord distance of 38.61 feet to the point of tangency; thence N75°39'05"E, a distance of 26.19 feet to a point of curvature; thence on a curve to the left, having a radius of 49.53 feet, an arc length of 53.94 feet and a central angle of 62°24'00", a chord bearing of N44°27'05"E, a chord distance of 51.31 feet to the point of tangency; thence N13°15'05"E, a distance of 116.68 feet; thence N13°02'25"E, a

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distance of 26.06 feet; thence S75°04'48"E a distance of 615.77 feet; thence N53°18'36"E, a distance of 179.30 feet; thence N15°38'40"E, a distance of 432.85 feet; thence N47°56'46"W, a distance of 576.01 feet; thence N09°32'11"E, a distance of 122.17 feet; thence N09°04'39"W, a distance of 244.31 feet; thence N00°29'22"W, a distance of 163.53 feet; thence N32°14'17"W, a distance of 204.64 feet; thence N46°19'51"W, a distance of 162.64 feet; thence N80°47'28"W, a distance of 227.61 feet to the point of beginning; thence S04°15'07"W, a distance of 110.94 feet to a set capped 5/8" rebar; thence N85°44'53"W, a distance of 208.67 feet to a set capped 5/8th rebar; thence N04°15'07"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S85°44'53"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S04°15'07"W, a distance of 97.73 feet to the point of beginning, containing a calculated area of 1.0 acres, more or less, and as set forth on the Wetland Reserve Program survey by Mark A. Streit, LS520, dated March 3, 2011 ("Lot 28"; an individual "Lot" for purposes of this Declaration and the Association).

Said land together with such additional lands as shall be subjected to this Declaration (the "Property");

WHEREAS, the Declarant wishes to establish and assure a uniform plan for the development of the Property and to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety and welfare of the residents of the Property;

NOW THEREFORE, the Declarant declares that the Property is hereby subjected to and shall be held, sold, occupied, and conveyed subject to this Declaration.

The Declarant further declares that this Declaration and all amendments thereto shall run with the land and shall be binding upon the Declarant, the Association, each Owner, their heirs, successors, and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Declarant, the Association, each Owner, and all succeeding each Owner.

Additional land owned by the Declarant and described in **Exhibit A** attached hereto as a part hereof may be subjected or annexed to this Declaration. The Declarant shall not be obligated, however, to develop or annex such additional land. Any such annexation will be governed by the provisions for annexation of land contained herein.

Ponderosa Acres Association & Recreational Club, Inc. (the "Association"), has been established as a nonprofit association incorporated under the laws of the State of Nebraska pursuant to the Nebraska Nonprofit Corporation Act, Neb. Rev. Stat. §§ 21-1901 to 21-19,177, for the Owners and Residents of the Property.

Article I

Definitions

The words used above or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration.

1.01 "Annual General Assessment" shall mean and refer to the annual charge shared by all Class A members.

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1.02 "Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

1.03 "Association" shall mean and refer to Ponderosa Acres Association & Recreational Club, Inc., a nonstock nonprofit association incorporated under the laws of the State of Nebraska pursuant to the Nebraska Nonprofit Corporation Act, Neb. Rev. Stat. §§ 21-1901 to 21-19,177.

1.04 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.05 "Class A Members" shall mean and refer to all Owners other than the Class B Member during the Development Period.

1.06 "Class B Member" shall mean and refer to the Declarant.

1.07 "Common Area" shall mean and refer to all real property and the improvements thereon from time to time owned, leased, or licensed by the Association for the common use and enjoyment of the Members. Such property specifically includes the land, rights, and privileges licensed to the Association by License Agreement dated the 5th day of April, 2016 and all private roads for ingress and egress as shown on the Tim L. Gobel plat and survey of the Property dated February 2, 2016 (the "Plat") which has not been dedicated to Cedar County, Nebraska and are notated on the Plat as "Ingress/Egress Easement". Such property may include any other common areas, recreational facilities, parks and other open space land, lakes and streams, storm water management and drainage facilities, private streets or trails not dedicated to Cedar County, Nebraska, and fencing on Common Area. The Association is responsible for management and maintenance of all Common Area.

1.08 "Declarant" shall mean and refer to the Cedar View Deer Lodge, LLC, a Nebraska limited liability company, its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Declarant hereunder or which pass by operation of law.

1.09 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions as it may be amended from time to time or supplemented in the manner provided herein.

1.10 "Development Period" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of: (a) December 31, 2017; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date. If the Declarant is delayed in the improvement and development of the Property due to a sewer, water, or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the length of the delay or two years, whichever is less.

1.11 "Exempt Property" shall mean and refer to all land and structures and Common Areas owned by the Association for so long as the Association shall be the owner thereof.

1.12 "Governing Documents" shall mean the Declaration, the Plat, Bylaws, and Articles of Incorporation, and any amendments thereto, of the Association.

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1.13 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, in addition to "Lot 28" in the Property description, which has been subjected to this Declaration. "Lot" shall not mean or refer to Common Areas.

1.14 "Member" shall mean the Class A Members and the Class B Member of the Association.

1.15 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lots which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.16 "Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, or any other separate legal entity.

1.17 "Property" shall mean and refer to those certain lands in Cedar County, Nebraska more particularly described as:

PONDEROSA ACRES SUBDIVISION IN SECTION EIGHTEEN (18) AND THE ACCRETION GROUND THEREOF, LOCATED IN TOWNSHIP THIRTY-THREE (33) NORTH, RANGE TWO (2) EAST OF THE 6TH P.M., CEDAR COUNTY, NEBRASKA, legally described as:

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N75°39'05"E, a distance of 26.19 feet to a point of curvature; thence on a curve to the left, having a radius of 49.53 feet, an arc length of 53.94 feet and a central angle of 62°24'00", a chord bearing of N44°27'05"E, a chord distance of 51.31 feet to the point of tangency; thence N13°15'05"E, a distance of 116.68 feet; thence N13°02'25"E, a distance of 26.06 feet; thence S75°04'48"E a distance of 615.77 feet; thence N53°18'36"E, a distance of 179.30 feet; thence N15°38'40"E, a distance of 432.85 feet; thence N47°56'46"W, a distance of 576.01 feet; thence N09°32'11"E, a distance of 122.17 feet; thence N09°04'39"W, a distance of 244.31 feet; thence N00°29'22"W, a distance of 163.53 feet; thence N32°14'17"W, a distance of 204.64 feet; thence N46°19'51"W, a distance of 162.64 feet; thence N80°47'28"W, a distance of 227.61 feet to the point of beginning; thence S04°15'07"W, a distance of 110.94 feet to a set capped 5/8" rebar; thence N85°44'53"W, a distance of 208.67 feet to a set capped 5/8th rebar; thence N04°15'07"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S85°44'53"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S04°15'07"W, a distance of 97.73 feet to the point of beginning, containing a calculated area of 1.0 acres, more or less, and as set forth on the Wetland Reserve Program survey by Mark A. Streit, LS520, dated March 3, 2011 ("Lot 28"; an individual "Lot" for purposes of this Declaration and the Association).

together with such additional lands as may be subjected to this Declaration.

1.18 "Special Assessment" shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

Article II:

Property Rights of Common Areas

2.01 Rights of Enjoyment of Common Areas. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Lot. Each Owner is bound by the terms of the Governing Documents. Each resident shall have a nontransferable right to use and enjoy the Common Areas. Such easements and rights shall be subject to the provisions below.

- a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time.
- b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Areas.
- c) The right of the Board of Directors to suspend the voting rights and the right of any Owner to use all or any portion of the Common Areas (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board's rules and regulations for period(s) not to exceed 60 days or until such violation is cured.
- d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or resident to use the Common Areas (with the exception of any streets or access ways but including parking areas) for so long as any Annual General Assessment or Special Assessment for such Lot remains unpaid and overdue.
- e) Association may at any time mortgage, dedicate, or transfer all or a part of the Common Areas to any public agency, authority, or other entity upon such terms and conditions as shall be agreed upon by such agency, authority, entity, or organization and the Board of Directors,

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including, without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Residents for the costs of such maintenance and repair. No such dedication or transfer shall be effective, however, unless approved by 66 2/3% of the vote of the Class A Members at a meeting at which a quorum is present and, during the Development Period, by the Class B Member, except for the following which shall not require any Members' consent:

- i. Granting easements which do not interfere with the intended Common Area use;
- ii. Dedicating Common Area to a public authority; or
- iii. Conveying Common Area as part of boundary line adjustments with Lots.

Article III:

Association Membership, Voting Rights, Board of Directors

3.01 Organization of the Association. The Association has been organized as a nonstock nonprofit association incorporated under the laws of the State of Nebraska pursuant to the Nebraska Nonprofit Corporation Act, Neb. Rev. Stat. §§ 21-1901 to 21-19,177 to:

- a) Provide for the acquisition, construction, management, maintenance, and care of the Common Areas;
- b) Obtain, manage and maintain services for the Property, or sections thereof including, as necessary and deemed by the Board of Directors,
- c) Take other acts or action which would promote the health, safety or welfare of the Owners and Residents.

The Association is charged with such further duties and invested with such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and herein as all of the same may be amended from time to time. The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Areas, and other than by a rebate of any excess Annual General Assessment, Special Assessment or other dues, fees, or assessments) to the benefit of any Member or individual.

3.02 Membership in the Association. The Association shall have the following classes of membership:

- a) Class A. Class A Members shall be all Owners (with the exception of the Declarant as provided in Section 3.02). A Person shall automatically become a Class A Member upon becoming an Owner and shall remain a Class A Member for so long as he is an Owner;
- b) Class B. The Class B Member shall be the Declarant.

3.03 Voting Rights of Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

- a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member which is not Exempt Property. Any

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Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot as to each matter properly submitted to the Members.

- b) The Class B Member shall be entitled initially to three (3) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class A votes equal or exceed the total Class B votes;
- (ii) December 31, 2017; or
- (iii) Such earlier time as Declarant in its sole discretion, determines.

3.04 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. As long as the Declarant has the status of a Class B Member, it shall have the right to appoint three (3) Directors. Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of Directors shall be determined in accordance with the provisions of the Bylaws of the Association, however, the number of Directors shall always be an odd number.

3.05 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, registration of Members for voting purposes, voting by proxy, and other matters concerning the Association's operations.

3.06 Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Article IV:

Covenant for Assessments

4.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual General Assessments and Special Assessments as are established and are to be paid and collected as hereinafter provided. The Annual General Assessments and Special Assessments, together with interest thereon, late fees, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made.

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Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title and both parties (seller and purchaser) shall be jointly liable therefor. No Owner may waive or otherwise escape liability for the Assessment provided for herein by nonuse of the Common Areas or abandonment of his Lot or any dwelling unit thereon.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association including, but not limited to:

- a) The acquisition, construction, management, maintenance, and care, repair, or replacement of the Common Areas and services;
- b) Obtaining, managing, and maintaining services for the Property, or sections thereof including, as necessary, refuse collection;
- c) Promoting the recreation, health, safety, and welfare of the Members;
- d) Providing for grass cutting and lawn maintenance of all Common Areas, maintenance of all recreational areas and facilities, and maintenance of all private streets located on the Property;
- e) The payment of administrative expenses including the payment of any license fee for the Common Areas and liability insurance premiums for the Association; and
- f) The collection and payment of all assessments due from the Lots to the Association.

4.03 Establishment of Annual General Assessment.

- a) The Association shall levy in each of its fiscal years an Annual General Assessment against each Lot which is owned or occupied by a person who is not the Declarant and which is not Exempt Property. The amounts of such Annual General Assessments shall be established by the Board of Directors, subject to the limitations imposed by Section 4.04, at least thirty (30) days in advance of each Annual General Assessment Period. The first Annual General Assessments on each Lot shall be adjusted according to the number of months remaining in the Annual Assessment Period from the date of conveyance.
- b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots subject to the provisions of Section 4.04.

4.04 Special Assessments. In addition to the Annual General Assessment authorized above, the Board of Directors may levy in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Areas including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. Such Special Assessment may be rescinded if, at a meeting called within 60 days of notice of the Special Assessment, the majority of the votes of each class of membership who are voting in person or proxy agrees. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual General Assessments as provided in Section 4.03.

4.05 Date of Commencement of Assessments. The Annual General Assessment provided for in this Article IV shall commence for each Lot subjected to this Declaration on the first day of the month following the date of conveyance of the Lot to a Class A Member. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

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4.06 Initial Working Fund. The Board of Directors shall collect a working capital contribution against the initial Owner of a Lot (other than the Declarant) at the time of closing on the Lot. Such contribution shall be equal to two (2) months of the Annual General Assessments and shall be utilized for commencing business of the Association and providing the necessary working fund for it.

4.07 Notice and Due Dates. Written notice specifying (a) the amount of each Annual General Assessment and Special Assessment, and (b) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Lot subject thereto. Each installment of an Annual General Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Board of Directors.

4.08 Effect on Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall be delinquent and the Association may exercise any or all of the following remedies:

- a) Upon notice to the Owner declare the entire balance of any Annual General Assessment or Special Assessment due and payable in full;
- b) Charge interest and a late fee (as determined by the Board) for assessments which are not received by the tenth (10th) day of the assessment period;
- c) Bring an action at law or in equity against the Owners of the Lot to collect the same; and
- d) Foreclose the lien against the Lot. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of Nebraska.

The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

4.09 Certificate of Payment. The Association shall, upon written request by owner, furnish a certificate signed by an officer of the Association setting forth whether the Annual General Assessments and Special Assessments, if any, on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.10 Subordination of the Lien to Mortgages. The lien of the Annual General Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any First Mortgage or First Deed of Trust. The sale or transfer of any Lot shall not affect the lien of such Assessments. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof for the benefit of any First Mortgagee shall extinguish the lien of such Assessments as to payments which became due before such sale or transfer.

Article V:

Recreational Review and Covenants Committee

5.01 Composition and Appointment. A Recreational Review and Covenants Committee (the "Committee") may be appointed by the Board of Directors. Such Committee shall initially consist of three (3) members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time. Members of the Committee shall serve for a term of one (1) year, or until their

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successors are elected and qualified. Any vacancy in the membership of the Committee shall be filled by the Board of Directors to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the Committee may continue to act until the vacancy has been filled. Except for members who have been designated by the Declarant, any member may be removed with or without cause by the Board of Directors. In the event that the Board of Directors shall fail to designate a Committee, the Board of Directors shall serve as the Committee.

5.02 Powers and Duties.

- a) The Committee shall serve as a recreational review board and shall regulate and review the Association's outdoor recreational activities, including but not limited to, hunting and fishing activities, in accordance with and pursuant to the terms and provisions of a certain license granted to the Association by License Agreement dated the 5th day of April, 2016. The Committee shall set forth such rules, bylaws, regulations, and penalties which may be desirable or helpful to ensure the members and their guests comply with License Agreement. The Committee shall also enforce the provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among structures and the Property. The Committee shall comply with the terms, provisions, and requirements of the Governing Documents.
- b) The Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Committee may be appealed by a Member affected thereby to the Board of Directors.

5.03 Submission of Plans to Committee for Approval. Except for such structures as may be constructed by the Declarant, no structure of any kind whatsoever shall be commenced, erected, placed, moved onto, or permitted on any Lot, nor shall any existing structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans therefore shall have been submitted to and approved by the Committee. Such plans and specifications shall be in such form and shall contain such information as the Committee may reasonably require, but shall in all cases include a site plan showing the location of all proposed and existing Structures on the Lot.

5.04 Approvals/Disapprovals. Any approval or disapproval of a requested action by the Committee shall be in writing. In denying any application, the Committee shall specify the reasons for such denial. The Committee may approve an application subject to such conditions and qualifications as the Board deems appropriate to enforce the provisions of this Declaration.

5.05 Failure of the Committee to Act. If the Committee shall fail to act upon any request submitted to it within sixty (60) days after a complete submission thereof in a form acceptable to the Committee, such request shall be deemed to have been approved as submitted, and no further action shall be required.

5.06 Rules, Regulations, and Policy Statements. The Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to matters as it is authorized to act on. The Committee shall

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adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

- a) The Committee shall hold regular meetings as necessary;
- b) A majority of the members of the Committee present at any meeting shall constitute a quorum;
- c) The Committee shall maintain minutes of its meetings and a record of the votes taken;
- d) All meetings of the Committee shall be open to the Members of the Association and any vote of the Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Committee from meeting in closed session or executive session in accordance with State laws or regulations;
- e) A copy of all minutes, rules, regulations, and policy statements of the Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member for copying.

5.07 Expenses of the Committee. The Association shall pay all ordinary and necessary expenses of the Committee; provided, however no member of the Committee shall be paid any salary or receive any other form of compensation.

5.08 Right of Entry. The Association and the Committee through their authorized officers, employees, and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any structure thereon is in compliance with the provisions of this Article and Article VI without the Association or the Committee or such officer, employee, or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Article VI:

General Restrictions on the Use of Lots and Improvements to be Made Thereon

6.01 Governing Document Restrictions. Use of the Lots and Common Area is subject to the restrictions described in the Association's Governing Documents.

6.02 Zoning Regulations. The Property shall not be used for any purpose other than as permitted in the Cedar County, Nebraska zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as the same may be hereafter from time to time amended.

6.03 Restrictive Covenants and Building Restrictions. The following restrictive covenants and building restrictions are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property:

- a) Construction of any improvement shall be completed within two (2) years from the date of commencement of excavation or construction of the improvement.
- b) No Lot shall be used except for residential purposes and each Lot is only permitted to have three (3) buildings or structures located on each Lot, including, but not limited to, campers, RVs, tents, and cabins. No Lot shall be permitted to have a mobile home or trailer house located thereon, either temporarily or permanently. The terms "mobile home" and "trailer house" shall be given their ordinary and customary meaning and shall not include within their meaning a RV or camper.

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- c) No animals, livestock, or poultry or any other kind of animals shall be raised, bred, or kept on Lot except that of dogs, cats, or other household pets can be kept, provided they are not bred or maintained for any commercial purpose. No roaming pets permitted.
- d) No noxious or offensive trade or activities shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All weeds and grass shall be kept cut down to a maximum height of twelve (12) inches above ground level and all Lots shall be kept free of all types of trash and debris.
- e) No signs promoting or advertising commercial activity of any kind shall be permitted to be placed on the property unless written prior approval is granted by the Committee.
- f) All Lots shall be used only for residential and associated recreational purposes. No person may engage in any business or occupation upon a Lot or Lots except by written consent of the Association.
- g) The exterior color of a building or structure must be consistent with a more traditional color that typifies a more natural and neutral tone color/scheme and not any unnatural/untypical bold color.
- h) No building permanent structures within ten (10) feet of Lot lines and within twenty (20) feet of Lot lines which abut private roads on the Plat.
- i) Owners and their guests must comply with all local rules and regulations regarding fire safety and the operation of a fire pit. Any fire pit on a Lot must be dug into the ground at least six (6) inches and surrounded by rock or cement blocks as a barrier.
- j) Owner shall comply with all other requirements imposed by the Association through its adoption of regulations as hereafter permitted and shall also comply with all applicable regulations imposed by Cedar County, Nebraska or the State of Nebraska relating to construction standards.
- k) No tower or radio or television antenna shall be permitted without the prior approval of the Association or the Committee.
- l) No digital satellite dish larger than twenty (20) inches in diameter shall be permitted and any such permitted satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- m) Each Owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvement upon their Lot. During construction on any Lot, the Owner shall be responsible to erect and maintain adequate erosion control measures to prevent soil runoff upon adjoining Lots or streets.

6.04 Leases. No Owner of a shall lease to another any such Lot or part thereof unless such lease shall be in writing for an initial term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. The Board shall be provided with copies of leases on request.

6.05 Maintenance of Premises and Improvements. Each Owner or resident shall at all times keep his premises, buildings, improvements, and appurtenances in a safe, clean, neat, and sanitary condition. The Owner or resident shall comply with all laws, ordinances, and regulations pertaining to health, safety, and pollution, and shall provide for storage and removal of trash and rubbish from the Lot in a manner to be approved by the Committee.

6.06 Enforcement. The Association or Committee may create a schedule of fines for violation of Association rules, regulations, covenants, restrictions, and terms of the recreational license granted to the Association and the members thereof by License Agreement dated the 5th day of April, 2016. Such fines shall be treated and billed as a Special Assessment of the offending Owner or resident Lot.

Article VII:

Annexations

7.01 Additions by the Declarant. The Declarant hereby reserves the right (but not the obligation) at any time within the Development Period to submit, by recordation of a supplemental declaration, or make subject to incorporation by reference in any deed of conveyance or annex to this Declaration, any additional land which lies within the land area represented in Exhibit A. Action under this Section shall not require the prior approval of the Class A Members or their mortgagees. Any such land subjected to this Declaration shall be subject in all respects to each and every provision of this Declaration as well as any additional terms and provisions at the Declarant's discretion.

7.02 Withdrawable Real Estate. During the Development Period, the Declarant has the unilateral right, without the consent of the Association, any Owner, or mortgagee, to execute and record an amendment to the Declaration withdrawing any portion of the Property which the Declarant owns from the operation of this Declaration.

Article VIII:

Easements

8.01 Development Period Easement. The Declarant reserves the right during the Development Period to all of the easements established in the Governing Documents with respect to the Property.

8.02 Blanket Easement. An easement is hereby retained in favor of the Association over the Lots and any Common Area for the installation of landscaping or construction of signage, or any other item installed for the common enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas, and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

8.03 Association Easement. The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses, and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. Further, the rights reserved unto the Declarant as set forth in Section 8.01 shall pass to the Board of Directors of the Association upon the expiration of the Development Period. The Association and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including, without limitation, to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Association documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any

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act, neglect, carelessness, or failure to comply with the Association Documents for which such Owner is responsible.

Article IX:

Insurance and Casualty Losses

9.01 Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards. The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. Cost of insurance coverage obtained for the Common Areas shall be included in the Annual General Assessment. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties.

Article X:

Reservation of Right of First Refusal

10.01 Reservation of Right of First Refusal. The Declarant hereby reserves, grants, and conveys to Declarant the right and option to repurchase all or any portion of the Property in the event the Owner receives a bona fide offer and desires to sell all or any portion of the Property in accordance with the offer. Owner shall, prior to entering into an agreement with respect to such sale, provide, or shall cause to be provided, written notice (the "ROFR Notice") to Declarant of its intention to effect such a transaction, which ROFR Notice shall specify the material terms and conditions of the offer, including, the closing date, the sales price, the down payment, the timing of payment, any financing contingency, and any due diligence period, together with the permitted encumbrances which the proposed purchaser is required to accept, along with the other material business terms of such transaction. Declarant shall have fifteen (15) business days after receipt of the ROFR Notice to notify such Owner in writing (the "ROFR Acceptance Notice") of its intent to purchase the Property on the same terms and conditions set forth in the ROFR Notice. If Declarant fails or elects not to give timely a ROFR Acceptance Notice, then the Owner shall have three (3) months from the date thereof to sell the Property to any third party (including any party making the offer set forth above) on the same terms and conditions set forth in the ROFR Notice. If such sale shall not have closed within such three (3) month period, then the sale of the Property shall once again be subject to the right of first refusal set forth in this Declaration. Notwithstanding, in the event all or any portion of the Property is sold at auction, the Owner shall provide written notice to Declarant of the date, time, and location of said auction at least thirty (30) days before the auction date. In the event the Owner intends to accept a bid and the bidding period at the auction has been closed, Declarant shall have one (1) hour after the close of bidding to provide Owner the ROFR Acceptance Notice. In this event of a sale of all or any portion of the Property at auction, if Declarant fails or elects not to give timely a ROFR Acceptance Notice, then the Owner may market and sell such Property in accordance with three (3) month period set forth above.

10.02 Excluded Transactions. The following transactions shall be excluded from the right of first refusal contained herein:

- a) A transfer of a Property to an entity that is wholly owned, directly or indirectly, by an Owner so long as such entity continues to be wholly owned directly or indirectly by an Owner;
- b) A sale of the Property to the appropriate condemning authority pursuant to eminent domain or under threat of eminent domain;

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- c) Any financing or recapitalization in each case where there is no change of ownership of the Property.

Article XI:

Amendment

11.01 General Amendments. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Owners at a duly convened meeting. The amendment instrument shall be recorded in the office of the Cedar County Register of Deeds, Cedar County, Nebraska. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

11.02 Declarant Amendments. Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to amend this Declaration during the Development Period without the consent of any Owners.

Article XII:

General Provisions

12.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended or terminated as provided in this Article.

12.02 Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

12.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which provisions shall remain in full force and effect.

12.04 Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by the provisions of this Declaration.

12.05 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

12.06 Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

12.07 Termination. Termination of the Association shall be according to the provisions of the Articles of Incorporation.

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12.08 Conflict with Governing Documents. In the event any terms, provisions, covenants, or obligations contained herein conflict with the Governing Documents, then the terms, provisions, covenants, and obligations of the Governing Documents shall supersede the conflicting terms of this Declaration.

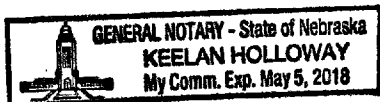
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed effective as of the Effective Date.

CEDAR VIEW DEER LODGE, LLC, "DECLARANT"

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

STATE OF NEBRASKA,)
) ss.
County of Cedar.)

The foregoing instrument was acknowledged before me on April 5, 2016, by Kevin M. Becker, Member/Manager, Cedar View Deer Lodge, LLC.



Keelan Holloway
Notary Public

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EXHIBIT A

The Property is more particularly described as follows:

Part of Sections 7, 17, 18, 19, and 20, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska, more particularly described as follows:

Commencing at the East Quarter Corner of Section 13, Township 33 North, Range 1 East of the 6th P.M., Cedar County, Nebraska, thence from the East-West center line of said Section 13, an angle to the left of 86°29' for 148.0 feet, to the point of beginning, a parcel of land bounded on the Southwest by a meander line described as follows: Commencing at the point of beginning, thence with an angle to the right, with a line between the East Quarter Corner and point of beginning of 126°23' for 693.6 feet, thence with an angle to the left of 34°59' for 491.7 feet; thence with an angle to the right of 16°35' for 473.0 feet, thence with an angle to the right of 27°54' for 401.8 feet, thence with an angle to the right of 21°05' for 322.4 feet, thence with an angle to the left of 4°25' for 644.5 feet, thence with an angle to the right of 13°59' for 1564.8 feet, thence with an angle to the left of 29°39' for 1004.3 feet; thence with an angle to the right of 5°19' for 1241.2 feet, thence with an angle to the right of 21°52' for 798.0 feet, thence with an angle to the right of 18°43' for 536.7 feet, thence with an angle to the left of 63°39' for 290.7 feet, thence with an angle to the left of 3°41' for 691.2 feet, thence with an angle to the right of 1°25' for 959.3 feet, thence with an angle to the right of 11°06' for 806.4 feet, thence with an angle to the left of 107°20' for 222.0 feet, to the high bank of the Missouri River, bounded on the West by a meander line described as follows: From the point of beginning, thence with an angle to the right, with a line between the point of beginning and the East Quarter Corner of Section 13, of 23°38' for 106.1 feet, thence with an angle to the left of 21°38' for 342.9 feet, thence with an angle to the left of 1°15' for 1522.0 feet, thence with an angle to the left of 0°19' for 1182.0 feet, thence with an angle to the right of 0°27' for 1109.8 feet, thence with an angle to the left of 0°19' for 490.15 feet, thence with an angle to the right of 13°15' for 443.15 feet, to the high bank of the Missouri River, bounded on the North and East by the Missouri River;

EXCEPT

A tract of land lying wholly in Sections 7 and 18 and accretion thereto, in Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska, more particularly described as follows: Commencing at the West 1/4 corner of Section 18; thence North on section line, on an assumed bearing of North 01 degrees 49 minutes 18 seconds West 32.22 feet to the point on the existing fence line and the point of beginning; thence North 01 degrees 49 minutes 18 seconds West, on section line, 5197.79 feet to the river bank; thence South 87 degrees 37 minutes 50 seconds East, along the river bank, 272.11 feet to a point on the Westerly line of Wetland Reserve Program survey by Mark A. Streit dated March 3, 2011; thence South 13 degrees 09 minutes 10 seconds West, along said Westerly line, 331.58 feet; thence South 00 degrees 04 minutes 32 minutes East, along said Westerly line, 1600.56 feet; thence South 00 degrees 26 minutes 39 seconds East, along said Westerly line, 1181.73 feet; thence South 00 degrees 09 minutes 02 seconds East, along said Westerly line, (a field measure of 1523.17 feet) a recorded distance of 1522.30 feet; thence South 01 degree 08 minutes 12 seconds West, along said Westerly line, 342.32 feet; thence South 03 degrees 35 minutes 58 seconds West, along said Westerly line, 121.65 feet; thence South 02 degrees 34 minutes 05 seconds West 105.46 along an existing fence line; thence North 63 degrees 51 minutes 01 seconds West 30.42 feet to the point of beginning and containing 14.63 acres more or less.

AND EXCEPT

Ponderosa Acres Subdivision in Section Eighteen (18) and the Accretion Ground thereof, located in Township Thirty-three (33) North, Range Two (2) East of the 6th P.M., Cedar County, Nebraska and being more fully described as follows:

Commencing at the West Quarter Corner of said Section Eighteen (18), thence South 75°27'18" East a distance of 1,422.25 to a found capped 5/8" rebar at the intersection of a Meander Line constituting the Southwest boundary of the land, which Meander line is specifically described in the decree rendered in Case No. 5660, Docket No. 24, Page No. 45 of the District Court of Cedar County, Nebraska, which description is filed in

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EXHIBIT A (Continued)

Miscellaneous Book 28, Pages 374 and 375 thereof, Cedar County, Nebraska and the boundary line of the Melvin Schmidt Wetland Reserve Easement, which description is filed in Deed Book 148, Pages 377 to 390, Cedar County, Nebraska and the Point of Beginning;

thence North 16°59'53" East, on said Easement Line, a distance of 65.42 feet to a found capped 5/8" rebar;
 thence North 53°18'23" East, on said Easement Line, a distance of 162.62 feet to a found capped 5/8" rebar;
 thence North 15°39'27" East, on said Easement Line, a distance of 434.29 feet to a found capped 5/8" rebar;
 thence North 38°02'54" East, on said Easement Line, a distance of 254.08 feet to a found capped 5/8" rebar;
 thence North 43°13'08" East, on said Easement Line, a distance of 142.12 feet to a found capped 5/8" rebar;
 thence North 35°15'45" East, on said Easement Line, a distance of 143.35 feet to a found capped 5/8" rebar;
 thence North 41°44'06" East, on said Easement Line, a distance of 71.30 feet to a found capped 5/8" rebar;
 thence South 07°52'16" East on said Easement Line, a distance of 597.08 feet to a found capped 5/8" rebar;
 thence South 20°21'36" East, on said Easement Line, a distance of 302.28 feet to a found capped 5/8" rebar;
 thence North 83°55'09" East, on said Easement Line, a distance of 303.30 feet to a found capped 5/8" rebar;
 thence South 04°13'08" West, on said Easement Line, a distance of 254.83 feet to a found capped 5/8" rebar;
 thence South 07°50'48" West, on said Easement Line, a distance of 373.59 feet to a found capped 5/8" rebar;
 thence South 17°28'16" East, on said Easement Line, a distance of 170.65 feet to a found capped 5/8" rebar;
 thence South 01°03'05" West, on said Easement Line, a distance of 213.33 feet to a found capped 5/8" rebar;
 thence South 34°04'24" West, on said Easement Line, a distance of 472.98 feet to a found 1/2" pipe on a Meander Line constituting the Southwest boundary of the land, which Meander Line is specifically described in the Decree rendered in Case No. 5660, Docket No. 24, Page No. 45 of the District Court of Cedar County, Nebraska, which description is filed in Miscellaneous Book 28, Pages 374 and 375 thereof, Cedar County, Nebraska;
 thence North 28°30'37" West, on said Meander Line, a distance of 642.54 feet to a found capped 5/8" rebar;
 thence North 23°45'57" West, on said Meander Line, a distance of 324.38 feet to a found 1/2";
 thence North 45°20'28" West, on said Meander Line, a distance of 400.82 feet to a found 1/2"; thence North 72°55'41" West, on said Meander Line, a distance of 135.43 feet to the Point of Beginning and containing 26.8 acres more or less.

AND EXCEPT

A One (1) acre tract of land located in Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska and more particularly described as follows:

Base bearing for the following legal description is N87°33'05"E, (bearing from center 1/4 corner to the East 1/4 corner of Section 13, Township 33 North, Range 1 East of the 6th P.M. Cedar County, Nebraska). Referring to a found 1" open top pipe, being the West 1/4 corner of Section 18, Township 33 North, Range 2 East of the 6th P.M., Cedar County, Nebraska; thence on the centerline of an existing 16 foot wide access road, recorded in Book 44, Page 30 in the Register of Deeds office, Cedar County, Nebraska, for the next Ten (10) courses, on a curve to the right, having a radius of 113.87 feet, an arc length of 60.52 feet and a central angle of 30°27'00", a chord bearing of S77°13'25"E, a chord distance of 59.81 feet to the point of tangency; thence S61°59'55"E, a distance of 315.24 feet to the point of curvature; thence on a curve to the right, having a radius of 198.72 feet, an arc length of 59.54 feet and a central angle of 17°10'00", with a chord bearing of S53°24'55"E, a chord distance of 59.32 feet to the point of tangency; thence S44°49'55"E, a distance of 79.48 feet to the point of curvature; thence on a curve to the left, having a radius of 76.57 feet, an arc length of 39.11 feet and a central angle of 29°16'00", with a chord bearing of S59°27'55"E, a chord distance of 38.69 feet to the point of tangency; thence S77°05'55"E, a distance 179.06 feet to the point of curvature; thence on a curve to the left, having a radius of 73.99 feet, an arc length of 39.06 feet and a central angle of 30°15'00", with a chord bearing of S89°13'25"E, a chord distance of 38.61 feet to the point of tangency; thence N75°39'05"E, a distance of 26.19 feet to a point of curvature; thence on a curve to the left, having a radius of 49.53 feet, an arc length of 53.94 feet and a central angle of 62°24'00", a chord bearing of N44°27'05"E, a chord distance of 51.31 feet to the point of tangency; thence N13°15'05"E, a distance of 116.68 feet; thence N13°02'25"E, a distance of 26.06 feet; thence

RECORDED 04-15-2016 01:08 PM

FEE: \$118.00

CLERK & REG OF DEEDS

DAVID DOWLING

CEDAR COUNTY, NE

SUBMITTED BY: Monson & Holloway Law Offices - Laurel

ELECTRONICALLY RECORDED BY: CTS

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EXHIBIT A (Continued)

S75°04'48"E a distance of 615.77 feet; thence N53°18'36"E, a distance of 179.30 feet; thence N15°38'40"E, a distance of 432.85 feet; thence N47°56'46"W, a distance of 576.01 feet; thence N09°32'11"E, a distance of 122.17 feet; thence N09°04'39"W, a distance of 244.31 feet; thence N00°29'22"W, a distance of 163.53 feet; thence N32°14'17"W, a distance of 204.64 feet; thence N46°19'51"W, a distance of 162.64 feet; thence N80°47'28"W, a distance of 227.61 feet to the point of beginning; thence S04°15'07"W, a distance of 110.94 feet to a set capped 5/8" rebar; thence N85°44'53"W, a distance of 208.67 feet to a set capped 5/8th rebar; thence N04°15'07"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S85°44'53"E, a distance of 208.67 feet to a set capped 5/8th rebar; thence S04°15'07"W, a distance of 97.73 feet to the point of beginning, containing a calculated area of 1.0 acres, more or less, and as set forth on the Wetland Reserve Program survey by Mark A. Streit, LS520, dated March 3, 2011.