

DECLARATION OF CONDITIONS,
DEDICATIONS, AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth, by Country Club Acres Partnership, a Nebraska Partnership, John H. Sohl and Mary Ann Sohl, husband and wife, Stuart E. Oden, single, Wayne E. Niedfelt and Dorothy M. Niedfelt, husband and wife, and Loren L. Lindahl and Rita M. Lindahl, husband and wife, hereinafter referred to as Declarant.

WITNESSETH:

~~WHEREAS, Declarant, respectively, are the owners of certain real property, more particularly described as follows:~~

OWNERS

REAL ESTATE

Country Club Acres Partnership	Lot 1, 4, 5, 7 through 11, and 13 through 25, Country Club Acres Subdivision
John H. Sohl and Mary Ann Sohl	Lot 6, Country Club Acres Subdivision
Stuart E. Oden	Lot 12, Country Club Acres Subdivision
Wayne E. Niedfelt and Dorothy M. Niedfelt	Lot 2, Country Club Acres Subdivision
Loren L. Lindahl and Rita M. Lindahl	Lot 3, Country Club Acres Subdivision

a subdivision located in Section 9, Township 14, Range 7, Saunders County, Nebraska, including all streets, passageways, and common areas contained within said subdivision; and,

WHEREAS, Declarant desires to provide for the maintenance of the streets, passageways, and common areas, and,

WHEREAS, Declarant desires to subject the real property aforescribed to covenants, restrictions, easements, charges and liens, hereinafter set forth, which are for the benefit of the property and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the above described property to create an agency to which shall be delegated and assigned the powers of maintaining and administering the streets, passageways, and common areas and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created, and,

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WHEREAS, there has been incorporated under the laws of the State of Nebraska, a non-profit corporation known as COUNTRY CLUB ACRES OWNERS ASSOCIATION for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT ALL PROPERTY SHOWN ON THE DEDICATION PLAT OF COUNTRY CLUB ACRES SUBDIVISION AS STREETS, PUBLIC EASEMENTS, AND PASSAGEWAYS SHALL BE CONVEYED TO COUNTRY CLUB ACRES OWNERS ASSOCIATION AND SAID STREETS ARE HEREBY DEDICATED TO THE PUBLIC FOR INGRESS AND EGRESS AND SAID PASSAGEWAYS ARE DEDICATED TO THE OWNERS OF COUNTRY CLUB ACRES SUBDIVISION FOR THEIR USE AND BENEFIT AND SAID EASEMENTS ARE DEDICATED FOR THE USE OF UTILITIES FOR THE BENEFIT OF THE ~~PROPERTY OWNERS OF COUNTRY CLUB ACRES SUBDIVISION.~~

FURTHER, DECLARANT DECLARES THAT ALL OF THE REAL PROPERTY DESCRIBED ABOVE SHALL BE HELD, TRANSFERRED, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE FOLLOWING EASEMENTS, RESTRICTIONS, CHARGES AND LIENS HEREINAFTER SET FORTH.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Country Club Acres Owners Association, its successors and assigns.

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Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Streets, easements and passageways" shall be those areas designated in the final plat, or any replat, as streets, easements and passageways, excluding, however, utility easements. "Common areas" shall refer to all real property or interest therein, owned or hereafter acquired by Country Club Acres Owners Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to Lots 1 through 25 inclusive as shown upon the final dedication plat or replat of Country Club Acres Subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Country Club Acres, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Country Club Acres Partnership, a Nebraska Partnership, John H. Sohl and Mary

Ann Sohl, husband and wife, Stuart E. Oden, single, Wayne E. Niedfelt and Dorothy M. Niedfelt, husband and wife, and Loren L. Lindahl and Rita M. Lindahl, husband and wife, their successors and assigns, personal representatives and heirs.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

Membership and Voting Rights

Section 1. Every owner of a lot 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.

Section 2. The Association shall have one class of voting membership.

Section 3. Each lot shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for each lot, 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 to agree and to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as herein-after provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on each lot, and shall be a continuing lien upon the property until the payment of such interest, costs and reasonable attorney fees incurred in collection of the same, and shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to said

owner's successor in title unless expressly assumed by said successors.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners and in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the streets, easements, passageways, and common areas.

Section 3. ANNUAL ASSESSMENT. The Association shall fix the annual assessment based on a budget approved by the Directors of the Association, ~~including such special assessments as may be set forth in Section 4 below.~~

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Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, or repair or replacement, or additions or appurtenances thereto, of capital improvements upon the streets, passageways, easements and common areas including fixtures and personal property related thereto; provided that such assessment may be nullified by sixty (60%) per cent of all the votes of the owners of the Association who are voting in person or by proxy at a meeting duly called for such purpose, for which a meeting must be called and held within 30 days of any notice of assessment.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 hereof shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence of members or of proxies entitled to cast one-third (33-1/3%) percent of all the votes of the owners shall constitute a quorum.

Section 6. EQUITABLE RATE OF ASSESSMENT. Both annual and special assessments must be fixed at an equitable rate for all lots. The Board of Directors shall apportion such assessments among the lots benefitted by any improvements, in proportion to such benefits. These assessments may be collected on a monthly, quarterly, semi-annual, or annual basis, as designated by the Board of Directors.

Section 7. DATE OF COMMENCEMENT OF ANNUAL AND/OR SPECIAL ASSESSMENTS; DUE DATES. The due dates for the annual assessments and the special assessments shall be established by the Board of Directors of the Association. The Association shall, upon

demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the date due shall bear interest from the due date at the rate of sixteen (16%) per cent per annum. The Association may bring any action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or escape liability for the ~~assessment provided herein by non-use of the common area, or~~ abandonment of his lot or conveyance of his lot or by renunciation of membership in the Association.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage/deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or trustee's sale, or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.


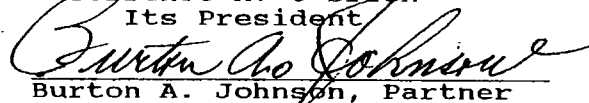
Section 10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created hereunder: streets, passageways, and common areas as defined herein.

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IN WITNESS WHEREOF, the undersigned, being Declarant herein, have hereunto set their hands this 22nd day of June, 1993.

COUNTRY CLUB ACRES PARTNERSHIP
A Nebraska Partnership

by JOHNSON-ERICKSON-O'BRIEN
& ASSOCIATES, INC.,
a Nebraska corporation,
PARTNER

by 
Terrence A. O'Brien
Its President

Burton A. Johnson, Partner

Terrence A. O'Brien
Terrence A. O'Brien, Partner

Ronnie D. Bottorff
Ronnie D. Bottorff, Partner

Jerry G. Hain
Jerry G. Hain, Partner

Dennis E. Jeppson
Dennis E. Jeppson, Partner

Dale M. Smith
Dale M. Smith, Partner

Mary Ann Sohl
Mary Ann Sohl

Dorothy M. Niedfelt
Dorothy M. Niedfelt

Rita M. Lindahl
Rita M. Lindahl

John H. Sohl
John H. Sohl

Stuart E. Oden
Stuart E. Oden

Wayne E. Niedfelt
Wayne E. Niedfelt

Loren L. Lindahl
Loren L. Lindahl

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STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

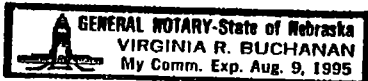
The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 22nd day of June, 1993, by Terrence A. O'Brien, President of Johnson-Erickson-O'Brien & Associates, Inc., a Nebraska corporation, one of the partners of Country Club Acres Partnership of said corporation.



Virginia R. Buchanan
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 22nd day of June, 1993, by Terrence A. O'Brien, Burton A. Johnson, Ronnie D. Bottorff, Jerry G. Hain, Dennis E. Jeppson, and Dale M. Smith, Partners of Country Club Acres Partnership.



Virginia R. Buchanan
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

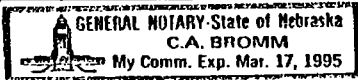
The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 23rd day of June, 1993, by John H. Sohl and Mary Ann Sohl, husband and wife.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

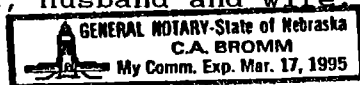
The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 23rd day of June, 1993, by Stuart E. Oden, single.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 23rd day of June, 1993, by Wayne E. Niedfelt and Dorothy M. Niedfelt, husband and wife.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS (ss.

The foregoing DECLARATION OF CONDITIONS, DEDICATIONS AND RESTRICTIONS was acknowledged before me this 23rd day of June, 1993, by Loren L. Lindahl and Rita M. Lindahl, husband and wife.



[Signature]
Notary Public

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.
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OF MISC. INSTR. 339
Don Clark
BY [Signature]

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